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OCT - 6 1978

LAURENCE P. HENIGAN, Clerk

By _____
Deputy

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 78-272

set #3

Subgrantee Name

University of California at Davis

Address

312 Mark Hall

City

Davis, CA 95616

Program Director

Phone

752-7300

LAURENCE P. HENIGAN, Clerk

By *Barbara Rudge*
DEPUTY

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FILED

OCT - 6 1978

1. Amount of funds allocated per this subgrant is \$ 77,371.

2. Grant period begins October 1, 1978 and ends December 31, 1978.

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

University of California at Davis
(Legal Name of Subgrantee)

Furber
(Signature of Authorized Officer)

(Typed Name and Title of Authorized Officer)

Yolo County Manpower Administration
(Prime Sponsor)

Arthur H. Edmonds
ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

By *Debra E. Conley*
DEPUTY

(SEAL)

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AGREEMENT NO. 78-272

OCT - 6 1978

1 LAURENCE P. HENIGAN, Clerk

(CETA TITLE VI AGREEMENT)

LAURENCE P. HENIGAN, Clerk

2 By _____

Deputy

By *Bailana Redgors*

3

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THIS AGREEMENT made and entered into this 1st day of October,
DEPUTY

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1978, by and between the COUNTY OF YOLO, a political subdivision of the State

6

of California, hereinafter referred to as PRIME SPONSOR, and the University of

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California at Davis, 312 Mrak Hall, Davis, CA 95616

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hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PRIME SPONSOR and SUBGRANTEE. This subgrant agreement consists of the following:

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A. This Agreement.

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B. Signature sheet.

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C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.

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D. PRIME SPONSOR's Narrative, attached hereto as Exhibit "B" herein.

18

E. General and Special Assurances attached hereto as Exhibit "C" herein.

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2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.

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3. PAYMENT. PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.

B. On or before a date specified each month by the County Auditor of Yolo

County, SUBGRANTEE shall submit a claim to the Auditor of PRIME SPONSOR setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PRIME SPONSOR in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PRIME SPONSOR.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PRIME SPONSOR to its own agents or employees.

D. The Auditor of PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by the United States Department of Labor.

F. PRIME SPONSOR reserves the right to withhold payment for costs incurred by SUBGRANTEE when PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally

1 it is expected that grant property will be retained and used throughout its
2 useful life in the grant program for which it was acquired or if that pro-
3 gram is terminated, or if the property is no longer needed in the program,
4 in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

5 5. TERMINATION.

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6 A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in
7 timely and proper manner its obligations under this Agreement or if
8 SUBGRANTEE shall violate any of the covenants or stipulations of this
9 Agreement, or if the grant from the U. S. Department of Labor under
10 which this Agreement is made is terminated by the PRIME SPONSOR shall
11 thereupon have the right to terminate this Agreement by giving written
12 notice to SUBGRANTEE of such termination and specifying the effective
13 date thereof. If SUBGRANTEE is unable or unwilling to comply with such
14 additional conditions as may be lawfully applied by the U. S. Department
15 of Labor to the grant under which this Agreement is made, SUBGRANTEE
16 shall terminate this Agreement by giving written notice to PRIME SPONSOR
17 signifying the effective date thereof. In the event of termination, all
18 property and finished or unfinished documents, data, studies and reports
19 purchased or prepared by SUBGRANTEE under this Agreement shall, at the
20 option of PRIME SPONSOR, become property of PRIME SPONSOR and SUBGRANTEE
21 shall be entitled to compensation for any unreimbursed expenses neces-
22 sarily incurred in satisfactory performance of the Agreement. Notwith-
23 standing the above, the SUBGRANTEE shall not be relieved of liability
24 to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of
25 any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold
26 any reimbursement to SUBGRANTEE for the purposes of setoff until such
27 time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE
28 is agreed upon or otherwise determined.

1 B. For Convenience. PRIME SPONSOR may terminate this Agreement at any
2 time by giving written notice to SUBGRANTEE of such termination and
3 specifying the effective date thereof, at least 30 days before the
4 effective date of such termination. In that event, all finished or
5 unfinished documents and other materials as described in Paragraph A
6 hereof shall, at the option of PRIME SPONSOR, become its property. If
7 the Agreement is terminated by PRIME SPONSOR as provided herein, SUB-
8 GRANTEE will be paid an amount which bears the same ratio to the total ^{Micro Fiched}
9 compensation as the services actually perform bear to the total services
10 of the SUBGRANTEE covered by this Agreement, less payments of compen-
11 sation previously made: Provided, however, that if less than 60 percent
12 of the services covered by this Agreement have been performed upon the
13 effective date of such termination, the SUBGRANTEE shall be reimbursed
14 (in addition to the above payment) for that portion of the actual out-
15 of-pocket expenses (not otherwise reimbursed under this Agreement)
16 incurred by the SUBGRANTEE during the Agreement Period which are directly
17 attributable to the uncompleted portion of the services covered by this
18 Agreement. If this Agreement is terminated due to the fault of the
19 SUBGRANTEE, Paragraph A hereof relative to termination shall apply.

20 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or
21 other organization has been employed or retained to solicit or secure this
22 Agreement upon an agreement or understanding for commission, percentage,
23 brokerage, or contingency fee. For breach of violation of this Agreement
24 without liability or, in its discretion, to deduct from the compensation or
25 otherwise recover, the full amount of such commission, percentage, brokerage,
26 or contingent fee.

27 7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances,
28 and codes of the State of California and local governments.

- 1 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and de-
2 fend PRIME SPONSOR, its officers, employees and agents from and against all
3 claims, losses, liabilities, or damages, including attorney fees, arising
4 out of or resulting from the performance of this Agreement, caused in whole
5 or in part by any negligent act or omission of SUBGRANTEE or anyone directly
6 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
7 caused in part by a party indemnified hereunder. Micro Fiched
- 8 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Govern-
9 ment a royalty-free, non-exclusive and irrevocable license throughout the
10 world for government purposes to publish, translate, reproduce, and other-
11 wise use and dispose of, and to authorize others to do so, all data, in-
12 cluding reports, patents, copyrights, drawings, blueprints and technical
13 information resulting from the performance of the work under this Agreement.
14 SUBGRANTEE will not include copyrighted matter in the material furnished
15 under this Agreement without written permission from the copyright owner.
- 16 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no
17 interest and shall not acquire any interest, direct or indirect, which would
18 conflict in any manner or degree with the performance of services required
19 to be performed under this Agreement. SUBGRANTEE further covenants that
20 in the performance of this Agreement no person having any such interest
21 shall be employed.
- 22 11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE
23 develops any systems analysis products, models, electronic data processing
24 systems, software and related services, SUBGRANTEE agrees that the methods,
25 materials, logic, and systems developed pursuant to this Agreement shall be
26 the property of PRIME SPONSOR, and may be used as PRIME SPONSOR see fit,
27 including the right to reuse and publish the same without limitation.
- 28 12. FEDERAL AID. It is understood by the parties hereto that neither this

1 Agreement nor any Agreement pursuant hereto shall obligate the Federal
2 Government to enter into any Agreement with SUBGRANTEE or any other entity
3 for Federal financial assistance in connection with this Agreement; or for
4 the planning or undertaking of any work element not included in this Agree-
5 ment. Any such agreement will be entered into at the sole discretion of
6 the Federal Government.

7 13. GOVERNMENT. It is understood by the parties hereto that the Federal
8 Government will not be obligated or liable to SUBGRANTEE as a condition of
9 this Agreement.

10 14. LEGAL RELATIONSHIP.

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11 A. It is herein understood and agreed that SUBGRANTEE is an independent
12 contractor and that no relationship of employer-employee exists between
13 the parties hereto. That SUBGRANTEE shall not be entitled to any
14 benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR
15 is not required to make any deductions from the compensation payable to
16 SUBGRANTEE under the provisions of this Agreement; that as an indepen-
17 dent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from
18 any and all claims that may be made against PRIME SPONSOR based upon
19 any contention by any third party that an employer-employee relationship
20 exists by reason of this Agreement.

21 B. It is further understood and agreed by the parties hereto that SUB-
22 GRANTEE in the performance of its obligations hereunder is subject to
23 the control or direction of PRIME SPONSOR merely as to the result to be
24 accomplished by the services herein agreed to be rendered and performed
25 and not as to the means and methods for accomplishing the result.

26 C. If, in the performance of this Agreement, any third persons are employed
27 as employees of SUBGRANTEE, such persons shall be employed by and shall
28 be entirely and exclusively under direction, supervision and control of

1 said SUBGRANTEE. All terms of employment of said persons, including
2 hours, wages, working conditions, discipline, hiring and discharging or
3 any other terms of employment or requirements of law, shall be made by
4 said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority
5 over said persons or the terms of such employment. Micro Fiched

6 D. SUBGRANTEE, as an independent employer, shall be liable and hereby
7 expressly assumes and accepts exclusive liability as an employer under
8 the Federal Insurance Contributions Act, Federal Social Security Acts,
9 or any other Federal or State laws or acts which in any way affect or
10 relate to the relationship of employer and employee, and shall be liable
11 for any Social Security, or other taxes or penalties arising or levied
12 by reason of the employment of such persons employed by it. PRIME
13 SPONSOR shall not be liable for any workmen's compensation or other
14 benefits accruing under any Federal or State law or acts to any persons
15 employed by the said SUBGRANTEE under this Agreement, but such liability,
16 if any, shall be exclusively that of SUBGRANTEE.

17 15. PERSONNEL.

18 A. SUBGRANTEE represents that he has, or will secure at his own expense,
19 all personnel required in performing the services under this Agreement.
20 Such personnel shall not be employees of or have any individual con-
21 tractual relationship with PRIME SPONSOR.

22 B. All of the services required hereunder will be performed by SUBGRANTEE
23 or under his supervision, and all personnel engaged in the work shall
24 meet SUBGRANTEE's employment qualifications and shall be authorized
25 under State and local law to perform such services.

26 C. None of the work or services covered by this Agreement shall be sub-
27 contracted without the prior written approval of PRIME SPONSOR.

28 16. ASSIGNMENTS. Without the written consent of PRIME SPONSOR this Agreement

1 is not assignable by SUBGRANTEE either in whole or in part.

2 17. ALTERATIONS. No alteration or variation of the terms of this Agreement
3 shall be valid unless made in writing and signed by the parties hereto.

4 18. WAIVER. The waiver by PRIME SPONSOR of any default, breach or condition
5 precedent shall not be construed as a waiver on the part of PRIME SPONSOR
6 of any other default, breach or condition precedent, or any other right
7 hereunder.

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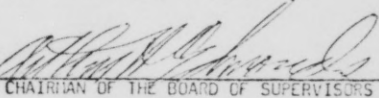
8 19. SUCCESSORS. This Agreement shall bind and inure to the successors in
9 interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such
10 party had been expressly named herein.

11 20. TIME. Time is the essence of this Agreement.

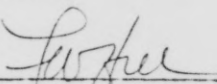
12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
13 of the day and year hereinabove set forth.

14 PRIME SPONSOR -

15 COUNTY OF YOLO, a political subdi-
16 vision of the State of California

17 BY 
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

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21 SUBGRANTEE

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POSITION LISTINGS
TITLE VI
UNIVERSITY OF CALIFORNIA AT DAVIS

	<u>POSITIONS</u>	<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Animal Caretaker	\$ 2,428
One	Assistant Storekeeper	2,428
One	Assistant Storekeeper	2,428
One	Assistant Storekeeper	2,428
One	Clerk	2,085
One	Clerk	2,085
One	Clerk ($\frac{1}{2}$ time)	1,136
One	Counselor I	2,722
One	Groundskeeper	2,722
One	Lab Assistant II	2,722
One	Lab Assistant II	2,722
One	Lab Assistant II	2,722
One	Lab Assistant I	2,428
One	Lab Assistant I	2,428
One	Lab Assistant I	2,595
One	Lab Assistant I	2,722
One	Lab Assistant I	2,428
One	Lab Assistant I	2,428
One	Lab Assistant I	2,428
One	Lab Assistant I	2,428
One	Library Assistant I	2,376
One	Senior Clerk	2,376
One	Senior Clerk	2,376
One	Senior Clerk	2,376

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POSITION LISTINGS
TITLE VI
UNIVERSITY OF CALIFORNIA AT DAVIS - Cont'd

	<u>POSITIONS</u>	<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Senior Clerk	\$ 2,376
One	Senior Clerk	2,376
One	Senior Clerk	2,376
One	Senior Clerk	2,376
One	Senior Clerk	2,376
One	Senior Clerk	2,376
One	Senior Clerk	2,376
<u>One</u>	Staff Research Associate	<u>2,722</u>
Thirty-two	Total	<u><u>\$ 77,371</u></u>

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PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Opportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county. Micro Fiched
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:
 - (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. Orientation should also cover your agency's personnel standards and complaint resolution procedures. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall

ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an Outreach Worker from MOVE to give supportive services to participants in CEIA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CEIA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CEIA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CEIA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The

Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Education Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

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It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consummes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

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Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is job "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy,

please do not hesitate to call the Manpower Administration Office.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and **Micro Fiched** universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the MOVE Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the MOVE Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Personnel Services
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are course offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us has to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.
5. Explain your local procedures covering complaints and grievances.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways

you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, MOVE and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

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b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

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k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

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m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 103(a)(6)).

q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
 - s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
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- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
 - v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
 - w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec.305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).

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10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

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All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

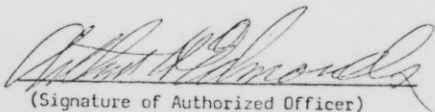
The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)


(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

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SEP 26 1978

(Date of Application)

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 78-273

set #1

Subgrantee Name

Washington Fire Protection District

Address

317 Third Street

City

Broderick, CA 95605

Program Director

Phone

372-0424

SEP 29 1978

LAURENCE P. HENIGAN, Clerk

By Steve E. Lucas
DEPUTY

1. Amount of funds allocated per this subgrant is \$ 8,843

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2. Grant period begins October 1, 1978 and ends December 31, 1978

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

Washington Fire Protection District

(Legal Name of Subgrantee)

Ken F. Sawitzky, Jr.
(Signature of Authorized Officer)

Ken, F. Sawitzky, Jr., Acting Chief
(Typed Name and Title of Authorized Officer)

Yolo County Manpower Administration
(Prime Sponsor)

Arthur H. Edmonds

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

By Steve E. Lucas
DEPUTY

(SEAL)

FILED

AGREEMENT NO. 78-273

SEP 29 1978

(CETA TITLE VI AGREEMENT)

LAURENCE P. HENIGAN, Clerk

By: Patricia E. Linder
Deputy

THIS AGREEMENT made and entered into this 1st day of October,
1978, by and between the COUNTY OF YOLO, a political subdivision of the State
of California, hereinafter referred to as PRIME SPONSOR, and the Washington
Fire Protection District, 317 Third Street, Broderick, CA 95605,
hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant
between PRIME SPONSOR and SUBGRANTEE. This subgrant agreement consists of
the following:
 - A. This Agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PRIME SPONSOR's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as deter-
mined by PRIME SPONSOR perform the services described in the application
and program narrative in accordance with the time schedule, budget, and
number of persons to be served set forth in the program operating plan.
3. PAYMENT. PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
necessary costs incurred in the performance of this contract in accordance
with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or
modifications thereof.
 - B. On or before a date specified each month by the County Auditor of Yolo

County, SUBGRANTEE shall submit a claim to the Auditor of PRIME SPONSOR setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PRIME SPONSOR in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PRIME SPONSOR.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PRIME SPONSOR to its own agents or employees.

D. The Auditor of PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by the United States Department of Labor.

F. PRIME SPONSOR reserves the right to withhold payment for costs incurred by SUBGRANTEE when PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally

1 it is expected that grant property will be retained and used throughout its
2 useful life in the grant program for which it was acquired or if that pro-
3 gram is terminated, or if the property is no longer needed in the program,
4 in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

5 5. TERMINATION.

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6 A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in
7 timely and proper manner its obligations under this Agreement or if
8 SUBGRANTEE shall violate any of the covenants or stipulations of this
9 Agreement, or if the grant from the U. S. Department of Labor under
10 which this Agreement is made is terminated by the PRIME SPONSOR shall
11 thereupon have the right to terminate this Agreement by giving written
12 notice to SUBGRANTEE of such termination and specifying the effective
13 date thereof. If SUBGRANTEE is unable or unwilling to comply with such
14 additional conditions as may be lawfully applied by the U. S. Department
15 of Labor to the grant under which this Agreement is made, SUBGRANTEE
16 shall terminate this Agreement by giving written notice to PRIME SPONSOR
17 signifying the effective date thereof. In the event of termination, all
18 property and finished or unfinished documents, data, studies and reports
19 purchased or prepared by SUBGRANTEE under this Agreement shall, at the
20 option of PRIME SPONSOR, become property of PRIME SPONSOR and SUBGRANTEE
21 shall be entitled to compensation for any unreimbursed expenses neces-
22 sarily incurred in satisfactory performance of the Agreement. Notwith-
23 standing the above, the SUBGRANTEE shall not be relieved of liability
24 to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of
25 any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold
26 any reimbursement to SUBGRANTEE for the purposes of setoff until such
27 time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE
28 is agreed upon or otherwise determined.

- 1 B. For Convenience. PRIME SPONSOR may terminate this Agreement at any
2 time by giving written notice to SUBGRANTEE of such termination and
3 specifying the effective date thereof, at least 30 days before the
4 effective date of such termination. In that event, all finished or
5 unfinished documents and other materials as described in Paragraph A
6 hereof shall, at the option of PRIME SPONSOR, become its property. If
7 the Agreement is terminated by PRIME SPONSOR as provided herein, SUB-
8 GRANTEE will be paid an amount which bears the same ratio to the total
9 compensation as the services actually perform bear to the total services
10 of the SUBGRANTEE covered by this Agreement, less payments of compen-
11 sation previously made: Provided, however, that if less than 60 percent
12 of the services covered by this Agreement have been performed upon the
13 effective date of such termination, the SUBGRANTEE shall be reimbursed
14 (in addition to the above payment) for that portion of the actual out-
15 of- pocket expenses (not otherwise reimbursed under this Agreement)
16 incurred by the SUBGRANTEE during the Agreement Period which are directly
17 attributable to the uncompleted portion of the services covered by this
18 Agreement. If this Agreement is terminated due to the fault of the
19 SUBGRANTEE, Paragraph A hereof relative to termination shall apply.
- 20 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or
21 other organization has been employed or retained to solicit or secure this
22 Agreement upon an agreement or understanding for commission, percentage,
23 brokerage, or contingency fee. For breach of violation of this Agreement
24 without liability or, in its discretion, to deduct from the compensation or
25 otherwise recover, the full amount of such commission, percentage, brokerage,
26 or contingent fee.
- 27 7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances,
28 and codes of the State of California and local governments.

- 1 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and de-
2 fend PRIME SPONSOR, its officers, employees and agents from and against all
3 claims, losses, liabilities, or damages, including attorney fees, arising
4 out of or resulting from the performance of this Agreement, caused in whole
5 or in part by any negligent act or omission of SUBGRANTEE or anyone directly
6 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
7 caused in part by a party indemnified hereunder. Micro Fiched
- 8 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Govern-
9 ment a royalty-free, non-exclusive and irrevocable license throughout the
10 world for government purposes to publish, translate, reproduce, and other-
11 wise use and dispose of, and to authorize others to do so, all data, in-
12 cluding reports, patents, copyrights, drawings, blueprints and technical
13 information resulting from the performance of the work under this Agreement.
14 SUBGRANTEE will not include copyrighted matter in the material furnished
15 under this Agreement without written permission from the copyright owner.
- 16 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no
17 interest and shall not acquire any interest, direct or indirect, which would
18 conflict in any manner or degree with the performance of services required
19 to be performed under this Agreement. SUBGRANTEE further covenants that
20 in the performance of this Agreement no person having any such interest
21 shall be employed.
- 22 11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE
23 develops any systems analysis products, models, electronic data processing
24 systems, software and related services, SUBGRANTEE agrees that the methods,
25 materials, logic, and systems developed pursuant to this Agreement shall be
26 the property of PRIME SPONSOR, and may be used as PRIME SPONSOR see fit,
27 including the right to reuse and publish the same without limitation.
- 28 12. FEDERAL AID. It is understood by the parties hereto that neither this

1 Agreement nor any Agreement pursuant hereto shall obligate the Federal
2 Government to enter into any Agreement with SUBGRANTEE or any other entity
3 for Federal financial assistance in connection with this Agreement; or for
4 the planning or undertaking of any work element not included in this Agree-
5 ment. Any such agreement will be entered into at the sole discretion of
6 the Federal Government.

7 13. GOVERNMENT. It is understood by the parties hereto that the Federal
8 Government will not be obligated or liable to SUBGRANTEE as a condition of
9 this Agreement.

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10 14. LEGAL RELATIONSHIP.

11 A. It is herein understood and agreed that SUBGRANTEE is an independent
12 contractor and that no relationship of employer-employee exists between
13 the parties hereto. That SUBGRANTEE shall not be entitled to any
14 benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR
15 is not required to make any deductions from the compensation payable to
16 SUBGRANTEE under the provisions of this Agreement; that as an indepen-
17 dent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from
18 any and all claims that may be made against PRIME SPONSOR based upon
19 any contention by any third party that an employer-employee relationship
20 exists by reason of this Agreement.

21 B. It is further understood and agreed by the parties hereto that SUB-
22 GRANTEE in the performance of its obligations hereunder is subject to
23 the control or direction of PRIME SPONSOR merely as to the result to be
24 accomplished by the services herein agreed to be rendered and performed
25 and not as to the means and methods for accomplishing the result.

26 C. If, in the performance of this Agreement, any third persons are employed
27 as employees of SUBGRANTEE, such persons shall be employed by and shall
28 be entirely and exclusively under direction, supervision and control of

1 said SUBGRANTEE. All terms of employment of said persons, including
2 hours, wages, working conditions, discipline, hiring and discharging or
3 any other terms of employment or requirements of law, shall be made by
4 said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority
5 over said persons or the terms of such employment.

6 D. SUBGRANTEE, as an independent employer, shall be liable and hereby
7 expressly assumes and accepts exclusive liability as an employer under
8 the Federal Insurance Contributions Act, Federal Social Security Acts,
9 or any other Federal or State laws or acts which in any way affect or
10 relate to the relationship of employer and employee, and shall be liable
11 for any Social Security, or other taxes or penalties arising or levied
12 by reason of the employment of such persons employed by it. PRIME
13 SPONSOR shall not be liable for any workmen's compensation or other
14 benefits accruing under any Federal or State law or acts to any persons
15 employed by the said SUBGRANTEE under this Agreement, but such liability,
16 if any, shall be exclusively that of SUBGRANTEE.

17 15. PERSONNEL.

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18 A. SUBGRANTEE represents that he has, or will secure at his own expense,
19 all personnel required in performing the services under this Agreement.
20 Such personnel shall not be employees of or have any individual con-
21 tractual relationship with PRIME SPONSOR.

22 B. All of the services required hereunder will be performed by SUBGRANTEE
23 or under his supervision, and all personnel engaged in the work shall
24 meet SUBGRANTEE's employment qualifications and shall be authorized
25 under State and local law to perform such services.

26 C. None of the work or services covered by this Agreement shall be sub-
27 contracted without the prior written approval of PRIME SPONSOR.

28 16. ASSIGNMENTS. Without the written consent of PRIME SPONSOR this Agreement

- 1 is not assignable by SUBGRANTEE either in whole or in part.
- 2 17. ALTERATIONS. No alteration or variation of the terms of this Agreement
- 3 shall be valid unless made in writing and signed by the parties hereto.
- 4 18. WAIVER. The waiver by PRIME SPONSOR of any default, breach or condition
- 5 precedent shall not be construed as a waiver on the part of PRIME SPONSOR
- 6 of any other default, breach or condition precedent, or any other right
- 7 hereunder.
- 8 19. SUCCESSORS. This Agreement shall bind and inure to the successors in
- 9 interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such
- 10 party had been expressly named herein.
- 11 20. TIME. Time is the essence of this Agreement.

12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as

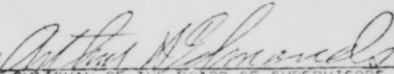
13 of the day and year hereinabove set forth.

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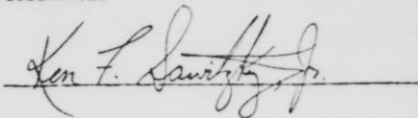
14 PRIME SPONSOR -

15 COUNTY OF YOLO, a political subdi-
16 vision of the State of California

17 BY


18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19
20
21 SUBGRANTEE

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POSITION LISTINGS
TITLE VI
WASHINGTON FIRE PROTECTION DISTRICT

<u>POSITIONS</u>		<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Clerk Dispatcher	\$ 2,491
One	Firefighter	3,176
<u>One</u>	Firefighter	<u>3,176</u>
Three	Total	<u><u>\$ 8,843</u></u>

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PROGRAM NARRATIVE
CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Oppportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county.
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:

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 - (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. Orientation should also cover your agency's personnel standards and complaint resolution procedures. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall

ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an Outreach Worker from MOVE to give supportive services to participants in CETA.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The

Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CEIA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Education Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

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It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

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1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

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Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is job "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy,

please do not hesitate to call the Manpower Administration Office.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and **Micro Fiched** universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the MOVE Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the MOVE Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Personnel Services
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are course offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us has to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.
5. Explain your local procedures covering complaints and grievances.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways

you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, MOVE and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act. Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
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- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
 - g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
 - h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
 - i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
 - j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
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- m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their publication to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
- p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
- q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
- w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec.305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.
7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

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For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

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14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

Micro Fiched

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

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All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

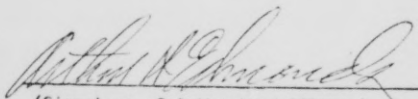
The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)


(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

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SEP 26 1978

(Date of Application)

YOLO COUNTY MANPOWER ADMINISTRATION

SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

FILED

AGREEMENT NO. 78-274
set #1

OCT 19 1978

LAURENCE P. HENIGAN, Clerk
By *[Signature]*

Deputy

Subgrantee Name

West Plainfield Fire Protection District

Address

Route 1, Box 2415

City

Phone

Davis, CA 95616

662-8871

Program Director

Micro Fiched

1. Amount of funds allocated per this subgrant is \$ 9,237.
2. Grant period begins October 1, 1978 and ends December 31, 1978.

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

West Plainfield Fire Protection District
(Legal Name of Subgrantee)

Yolo County Manpower Administration
(Prime Sponsor)

(Signature of Authorized Officer)

Arthur H. Edmonds

(Typed Name and Title of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

Percy H. Wilkendorf
Chairman, Board of Commissioners

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

Debra E. Conley
DEPUTY

(SEAL)

FILED

AGREEMENT NO. 78-274

OCT 19 1978

(CETA TITLE VI AGREEMENT) LAURENCE P. HENIGAN, Clerk

By [Signature]
Deputy

THIS AGREEMENT made and entered into this 1st day of October,
1978, by and between the COUNTY OF YOLO, a political subdivision of the State
of California, hereinafter referred to as PRIME SPONSOR, and the West Plainfield
Fire Protection District, Route 1, Box 2415, Davis, CA 95616,
hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant
between PRIME SPONSOR and SUBGRANTEE. This subgrant agreement consists of
the following:
 - A. This Agreement. Micro Fiched
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PRIME SPONSOR's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as deter-
mined by PRIME SPONSOR perform the services described in the application
and program narrative in accordance with the time schedule, budget, and
number of persons to be served set forth in the program operating plan.
3. PAYMENT. PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and
necessary costs incurred in the performance of this contract in accordance
with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or
modifications thereof.
 - B. On or before a date specified each month by the County Auditor of Yolo

County, SUBGRANTEE shall submit a claim to the Auditor of PRIME SPONSOR setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PRIME SPONSOR in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PRIME SPONSOR.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PRIME SPONSOR to its own agents or employees.

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D. The Auditor of PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by the United States Department of Labor.

F. PRIME SPONSOR reserves the right to withhold payment for costs incurred by SUBGRANTEE when PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally

1 it is expected that grant property will be retained and used throughout its
2 useful life in the grant program for which it was acquired or if that pro-
3 gram is terminated, or if the property is no longer needed in the program,
4 in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

5 5. TERMINATION.

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6 A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in
7 timely and proper manner its obligations under this Agreement or if
8 SUBGRANTEE shall violate any of the covenants or stipulations of this
9 Agreement, or if the grant from the U. S. Department of Labor under
10 which this Agreement is made is terminated by the PRIME SPONSOR shall
11 thereupon have the right to terminate this Agreement by giving written
12 notice to SUBGRANTEE of such termination and specifying the effective
13 date thereof. If SUBGRANTEE is unable or unwilling to comply with such
14 additional conditions as may be lawfully applied by the U. S. Department
15 of Labor to the grant under which this Agreement is made, SUBGRANTEE
16 shall terminate this Agreement by giving written notice to PRIME SPONSOR
17 signifying the effective date thereof. In the event of termination, all
18 property and finished or unfinished documents, data, studies and reports
19 purchased or prepared by SUBGRANTEE under this Agreement shall, at the
20 option of PRIME SPONSOR, become property of PRIME SPONSOR and SUBGRANTEE
21 shall be entitled to compensation for any unreimbursed expenses neces-
22 sarily incurred in satisfactory performance of the Agreement. Notwith-
23 standing the above, the SUBGRANTEE shall not be relieved of liability
24 to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of
25 any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold
26 any reimbursement to SUBGRANTEE for the purposes of setoff until such
27 time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE
28 is agreed upon or otherwise determined.

- 1 B. For Convenience. PRIME SPONSOR may terminate this Agreement at any
2 time by giving written notice to SUBGRANTEE of such termination and
3 specifying the effective date thereof, at least 30 days before the
4 effective date of such termination. In that event, all finished or
5 unfinished documents and other materials as described in Paragraph A
6 hereof shall, at the option of PRIME SPONSOR, become its property. If
7 the Agreement is terminated by PRIME SPONSOR as provided herein, SUB-
8 GRANTEE will be paid an amount which bears the same ratio to the total ^{Micro Fiched}
9 compensation as the services actually perform bear to the total services
10 of the SUBGRANTEE covered by this Agreement, less payments of compen-
11 sation previously made: Provided, however, that if less than 60 percent
12 of the services covered by this Agreement have been performed upon the
13 effective date of such termination, the SUBGRANTEE shall be reimbursed
14 (in addition to the above payment) for that portion of the actual out-
15 of-pocket expenses (not otherwise reimbursed under this Agreement)
16 incurred by the SUBGRANTEE during the Agreement Period which are directly
17 attributable to the uncompleted portion of the services covered by this
18 Agreement. If this Agreement is terminated due to the fault of the
19 SUBGRANTEE, Paragraph A hereof relative to termination shall apply.
- 20 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or
21 other organization has been employed or retained to solicit or secure this
22 Agreement upon an agreement or understanding for commission, percentage,
23 brokerage, or contingency fee. For breach of violation of this Agreement
24 without liability or, in its discretion, to deduct from the compensation or
25 otherwise recover, the full amount of such commission, percentage, brokerage,
26 or contingent fee.
- 27 7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances,
28 and codes of the State of California and local governments.

- 1 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and de-
2 fend PRIME SPONSOR, its officers, employees and agents from and against all
3 claims, losses, liabilities, or damages, including attorney fees, arising
4 out of or resulting from the performance of this Agreement, caused in whole
5 or in part by any negligent act or omission of SUBGRANTEE or anyone directly
6 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
7 caused in part by a party indemnified hereunder. Micro Fiched
- 8 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Govern-
9 ment a royalty-free, non-exclusive and irrevocable license throughout the
10 world for government purposes to publish, translate, reproduce, and other-
11 wise use and dispose of, and to authorize others to do so, all data, in-
12 cluding reports, patents, copyrights, drawings, blueprints and technical
13 information resulting from the performance of the work under this Agreement.
14 SUBGRANTEE will not include copyrighted matter in the material furnished
15 under this Agreement without written permission from the copyright owner.
- 16 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no
17 interest and shall not acquire any interest, direct or indirect, which would
18 conflict in any manner or degree with the performance of services required
19 to be performed under this Agreement. SUBGRANTEE further covenants that
20 in the performance of this Agreement no person having any such interest
21 shall be employed.
- 22 11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE
23 develops any systems analysis products, models, electronic data processing
24 systems, software and related services, SUBGRANTEE agrees that the methods,
25 materials, logic, and systems developed pursuant to this Agreement shall be
26 the property of PRIME SPONSOR, and may be used as PRIME SPONSOR see fit,
27 including the right to reuse and publish the same without limitation.
- 28 12. FEDERAL AID. It is understood by the parties hereto that neither this

1 Agreement nor any Agreement pursuant hereto shall obligate the Federal
2 Government to enter into any Agreement with SUBGRANTEE or any other entity
3 for Federal financial assistance in connection with this Agreement; or for
4 the planning or undertaking of any work element not included in this Agree-
5 ment. Any such agreement will be entered into at the sole discretion of
6 the Federal Government.

7 13. GOVERNMENT. It is understood by the parties hereto that the Federal
8 Government will not be obligated or liable to SUBGRANTEE as a condition of
9 this Agreement.

10 14. LEGAL RELATIONSHIP.

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11 A. It is herein understood and agreed that SUBGRANTEE is an independent
12 contractor and that no relationship of employer-employee exists between
13 the parties hereto. That SUBGRANTEE shall not be entitled to any
14 benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR
15 is not required to make any deductions from the compensation payable to
16 SUBGRANTEE under the provisions of this Agreement; that as an indepen-
17 dent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from
18 any and all claims that may be made against PRIME SPONSOR based upon
19 any contention by any third party that an employer-employee relationship
20 exists by reason of this Agreement.

21 B. It is further understood and agreed by the parties hereto that SUB-
22 GRANTEE in the performance of its obligations hereunder is subject to
23 the control or direction of PRIME SPONSOR merely as to the result to be
24 accomplished by the services herein agreed to be rendered and performed
25 and not as to the means and methods for accomplishing the result.

26 C. If, in the performance of this Agreement, any third persons are employed
27 as employees of SUBGRANTEE, such persons shall be employed by and shall
28 be entirely and exclusively under direction, supervision and control of

1 said SUBGRANTEE. All terms of employment of said persons, including
2 hours, wages, working conditions, discipline, hiring and discharging or
3 any other terms of employment or requirements of law, shall be made by
4 said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority
5 over said persons or the terms of such employment. Micro Fiched

6 D. SUBGRANTEE, as an independent employer, shall be liable and hereby
7 expressly assumes and accepts exclusive liability as an employer under
8 the Federal Insurance Contributions Act, Federal Social Security Acts,
9 or any other Federal or State laws or acts which in any way affect or
10 relate to the relationship of employer and employee, and shall be liable
11 for any Social Security, or other taxes or penalties arising or levied
12 by reason of the employment of such persons employed by it. PRIME
13 SPONSOR shall not be liable for any workmen's compensation or other
14 benefits accruing under any Federal or State law or acts to any persons
15 employed by the said SUBGRANTEE under this Agreement, but such liability,
16 if any, shall be exclusively that of SUBGRANTEE.

17 15. PERSONNEL.

18 A. SUBGRANTEE represents that he has, or will secure at his own expense,
19 all personnel required in performing the services under this Agreement.

20 Such personnel shall not be employees of or have any individual con-
21 tractual relationship with PRIME SPONSOR.

22 B. All of the services required hereunder will be performed by SUBGRANTEE
23 or under his supervision, and all personnel engaged in the work shall
24 meet SUBGRANTEE's employment qualifications and shall be authorized
25 under State and local law to perform such services.

26 C. None of the work or services covered by this Agreement shall be sub-
27 contracted without the prior written approval of PRIME SPONSOR.

28 16. ASSIGNMENTS. Without the written consent of PRIME SPONSOR this Agreement

- 1 is not assignable by SUBGRANTEE either in whole or in part.
- 2 17. ALTERATIONS. No alteration or variation of the terms of this Agreement
- 3 shall be valid unless made in writing and signed by the parties hereto.
- 4 18. WAIVER. The waiver by PRIME SPONSOR of any default, breach or condition
- 5 precedent shall not be construed as a waiver on the part of PRIME SPONSOR
- 6 of any other default, breach or condition precedent, or any other right
- 7 hereunder.
- 8 19. SUCCESSORS. This Agreement shall bind and inure to the successors in
- 9 interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such
- 10 party had been expressly named herein.
- 11 20. TIME. Time is the essence of this Agreement. Micro Fiched

12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as

13 of the day and year hereinabove set forth.

14 PRIME SPONSOR -

15 COUNTY OF YOLO, a political subdivi-

16 sion of the State of California

17 BY Arthur K. Edwards

18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19

20

21 SUBGRANTEE

22 Dorcy H. Wilkins

23

24

25

26

27

28

POSITION LISTINGS
TITLE VI
WEST PLAINFIELD FIRE PROTECTION DISTRICT

<u>POSITIONS</u>		<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Fireman	\$ 3,079
One	Fireman	3,079
<u>One</u>	Fireman	<u>3,079</u>
Three		
	Total	<u>\$ 9,237</u>

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Oppportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county. Micro Fiched
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:
 - (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. Orientation should also cover your agency's personnel standards and complaint resolution procedures. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall

ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an Outreach Worker from MOVE to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The

Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CEIA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Education Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

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It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consummes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

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Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is job "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy,

please do not hesitate to call the Manpower Administration Office.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the MOVE Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the MOVE Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Personnel Services
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are course offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower-Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants
FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us has to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.
5. Explain your local procedures covering complaints and grievances.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways

you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CEIA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, MOVE and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

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- b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
- a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).
- b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).

d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).

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e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.

g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).

h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).

i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).

j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
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- m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
- p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
- q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
 - s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- Micro Fiched**
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
 - v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
 - w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

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14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

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Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 28-275

FILED

NOV 27 1978

LAURENCE P. HENIGAN, Clerk

Debra E. Conley

Subgrantee Name

Winters Fire Protection District

Address

10 Abbey Street

City

Phone

Winters, CA 95694

795-4131

Program Director

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1. Amount of funds allocated per this subgrant is \$ 11,504.

2. Grant period begins October 1, 1978 and ends December 31, 1978.

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

Winters Fire Protection District
(Legal Name of Subgrantee)

Yolo County Manpower Administration
(Prime Sponsor)

Vernon C. Brown
(Signature of Authorized Officer)

Arthur H. Edmonds

VERNON C. BROWN FIRE CHIEF
(Typed Name and Title of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY *Debra E. Conley*
DEPUTY

(SEAL)

THIS AGREEMENT made and entered into this 1st day of October, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PRIME SPONSOR, and the Winters Fire Protection District, 10 Abbey Street, Winters, CA 95694, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PRIME SPONSOR and SUBGRANTEE. This subgrant agreement consists of the following:
 - A. This Agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PRIME SPONSOR's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.
 - B. On or before a date specified each month by the County Auditor of Yolo

County, SUBGRANTEE shall submit a claim to the Auditor of PRIME SPONSOR setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PRIME SPONSOR in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PRIME SPONSOR.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PRIME SPONSOR to its own agents or employees.

D. The Auditor of PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by the United States Department of Labor.

F. PRIME SPONSOR reserves the right to withhold payment for costs incurred by SUBGRANTEE when PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally

1 it is expected that grant property will be retained and used throughout its
2 useful life in the grant program for which it was acquired or if that pro-
3 gram is terminated, or if the property is no longer needed in the program,
4 in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

5 5. TERMINATION.

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6 A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in
7 timely and proper manner its obligations under this Agreement or if
8 SUBGRANTEE shall violate any of the covenants or stipulations of this
9 Agreement, or if the grant from the U. S. Department of Labor under
10 which this Agreement is made is terminated by the PRIME SPONSOR shall
11 thereupon have the right to terminate this Agreement by giving written
12 notice to SUBGRANTEE of such termination and specifying the effective
13 date thereof. If SUBGRANTEE is unable or unwilling to comply with such
14 additional conditions as may be lawfully applied by the U. S. Department
15 of Labor to the grant under which this Agreement is made, SUBGRANTEE
16 shall terminate this Agreement by giving written notice to PRIME SPONSOR
17 signifying the effective date thereof. In the event of termination, all
18 property and finished or unfinished documents, data, studies and reports
19 purchased or prepared by SUBGRANTEE under this Agreement shall, at the
20 option of PRIME SPONSOR, become property of PRIME SPONSOR and SUBGRANTEE
21 shall be entitled to compensation for any unreimbursed expenses neces-
22 sarily incurred in satisfactory performance of the Agreement. Notwith-
23 standing the above, the SUBGRANTEE shall not be relieved of liability
24 to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of
25 any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold
26 any reimbursement to SUBGRANTEE for the purposes of setoff until such
27 time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE
28 is agreed upon or otherwise determined.

- 1 B. For Convenience. PRIME SPONSOR may terminate this Agreement at any
2 time by giving written notice to SUBGRANTEE of such termination and
3 specifying the effective date thereof, at least 30 days before the
4 effective date of such termination. In that event, all finished or
5 unfinished documents and other materials as described in Paragraph A
6 hereof shall, at the option of PRIME SPONSOR, become its property. If
7 the Agreement is terminated by PRIME SPONSOR as provided herein, SUB-
8 GRANTEE will be paid an amount which bears the same ratio to the total
9 compensation as the services actually perform bear to the total services
10 of the SUBGRANTEE covered by this Agreement, less payments of compen-
11 sation previously made: Provided, however, that if less than 60 percent
12 of the services covered by this Agreement have been performed upon the
13 effective date of such termination, the SUBGRANTEE shall be reimbursed
14 (in addition to the above payment) for that portion of the actual out-
15 of- pocket expenses (not otherwise reimbursed under this Agreement) ^{Micro Fiched}
16 incurred by the SUBGRANTEE during the Agreement Period which are directly
17 attributable to the uncompleted portion of the services covered by this
18 Agreement. If this Agreement is terminated due to the fault of the
19 SUBGRANTEE, Paragraph A hereof relative to termination shall apply.
- 20 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or
21 other organization has been employed or retained to solicit or secure this
22 Agreement upon an agreement or understanding for commission, percentage,
23 brokerage, or contingency fee. For breach of violation of this Agreement
24 without liability or, in its discretion, to deduct from the compensation or
25 otherwise recover, the full amount of such commission, percentage, brokerage,
26 or contingent fee.
- 27 7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances,
28 and codes of the State of California and local governments.

- 1 6. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and de-
2 fend PRIME SPONSOR, its officers, employees and agents from and against all
3 claims, losses, liabilities, or damages, including attorney fees, arising
4 out of or resulting from the performance of this Agreement, caused in whole
5 or in part by any negligent act or omission of SUBGRANTEE or anyone directly
6 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
7 caused in part by a party indemnified hereunder. Micro Fiched
- 8 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Govern-
9 ment a royalty-free, non-exclusive and irrevocable license throughout the
10 world for government purposes to publish, translate, reproduce, and other-
11 wise use and dispose of, and to authorize others to do so, all data, in-
12 cluding reports, patents, copyrights, drawings, blueprints and technical
13 information resulting from the performance of the work under this Agreement.
14 SUBGRANTEE will not include copyrighted matter in the material furnished
15 under this Agreement without written permission from the copyright owner.
- 16 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no
17 interest and shall not acquire any interest, direct or indirect, which would
18 conflict in any manner or degree with the performance of services required
19 to be performed under this Agreement. SUBGRANTEE further covenants that
20 in the performance of this Agreement no person having any such interest
21 shall be employed.
- 22 11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE
23 develops any systems analysis products, models, electronic data processing
24 systems, software and related services, SUBGRANTEE agrees that the methods,
25 materials, logic, and systems developed pursuant to this Agreement shall be
26 the property of PRIME SPONSOR, and may be used as PRIME SPONSOR see fit,
27 including the right to reuse and publish the same without limitation.
- 28 12. FEDERAL AID. It is understood by the parties hereto that neither this

1 Agreement nor any Agreement pursuant hereto shall obligate the Federal
2 Government to enter into any Agreement with SUBGRANTEE or any other entity
3 for Federal financial assistance in connection with this Agreement; or for
4 the planning or undertaking of any work element not included in this Agree-
5 ment. Any such agreement will be entered into at the sole discretion of
6 the Federal Government.

7 13. GOVERNMENT. It is understood by the parties hereto that the Federal
8 Government will not be obligated or liable to SUBGRANTEE as a condition of
9 this Agreement.

10 14. LEGAL RELATIONSHIP.

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11 A. It is herein understood and agreed that SUBGRANTEE is an independent
12 contractor and that no relationship of employer-employee exists between
13 the parties hereto. That SUBGRANTEE shall not be entitled to any
14 benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR
15 is not required to make any deductions from the compensation payable to
16 SUBGRANTEE under the provisions of this Agreement; that as an indepen-
17 dent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from
18 any and all claims that may be made against PRIME SPONSOR based upon
19 any contention by any third party that an employer-employee relationship
20 exists by reason of this Agreement.

21 B. It is further understood and agreed by the parties hereto that SUB-
22 GRANTEE in the performance of its obligations hereunder is subject to
23 the control or direction of PRIME SPONSOR merely as to the result to be
24 accomplished by the services herein agreed to be rendered and performed
25 and not as to the means and methods for accomplishing the result.

26 C. If, in the performance of this Agreement, any third persons are employed
27 as employees of SUBGRANTEE, such persons shall be employed by and shall
28 be entirely and exclusively under direction, supervision and control of

1 is not assignable by SUBGRANTEE either in whole or in part.

2 17. ALTERATIONS. No alteration or variation of the terms of this Agreement
3 shall be valid unless made in writing and signed by the parties hereto.

4 18. WAIVER. The waiver by PRIME SPONSOR of any default, breach or condition
5 precedent shall not be construed as a waiver on the part of PRIME SPONSOR
6 of any other default, breach or condition precedent, or any other right
7 hereunder.

8 19. SUCCESSORS. This Agreement shall bind and inure to the successors in
9 interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such
10 party had been expressly named herein.

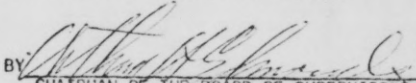
11 20. TIME. Time is the essence of this Agreement.

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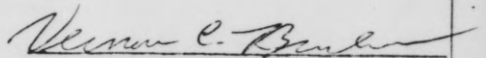
12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
13 of the day and year hereinabove set forth.

14 PRIME SPONSOR -

15 COUNTY OF YOLO, a political subdi-
16 vision of the State of California

17 BY 
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19
20
21 SUBGRANTEE

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POSITION LISTINGS
TITLE VI
WINTERS FIRE PROTECTION DISTRICT

<u>POSITIONS</u>		<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Fireman	\$ 2,816
One	Fireman	2,816
One	Fireman	2,908
<u>One</u>	Fireman	<u>2,964</u>
Four	Total	<u><u>\$ 11,504</u></u>

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PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Oppportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county. Micro Fiched
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:
 - (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. Orientation should also cover your agency's personnel standards and complaint resolution procedures. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall

ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an Outreach Worker from MOVE to give supportive services to participants in CETA.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The

Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Education Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

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It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same **Micro Fiched** type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

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Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is job "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy,

please do not hesitate to call the Manpower Administration Office.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the MOVE Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the MOVE Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Personnel Services
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us has to assume. Most important of yours are as follows:

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1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.
5. Explain your local procedures covering complaints and grievances.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways

you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, MOVE and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).
- b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

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- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
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- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
- p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
- q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
- w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

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American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 203(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

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5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).

6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

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14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

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Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public service provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

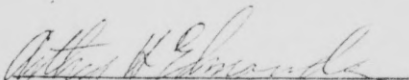
BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)

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(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

(Date of Application)

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 78-276

set #1

Subgrantee Name

Winters Joint Unified School District

Address

47 Main Street

City

Winters, CA 95694

Program Director

Phone

795-4588

LAURENCE P. HENIGAN, Clerk

By *Barbara E. Bailey*
DEPUTY

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1. Amount of funds allocated per this subgrant is \$ 22,880.
2. Grant period begins October 1, 1978 and ends December 31, 1978.

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

Winters Joint Unified School District

(Legal Name of Subgrantee)

William H. Oser

(Signature of Authorized Officer)

William H. Oser

Director of Federal Projects

(Typed Name and Title of Authorized Officer)

Yolo County Manpower Administration
(Prime Sponsor)

Arthur H. Edmonds

ARTHUR H. EDMONDS, Chairman

BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

By

Barbara E. Bailey
DEPUTY

(SEAL)

AGREEMENT NO. 78-276

OCT - 8 1978

(CETA TITLE VI AGREEMENT)

LAURENCE P. HENIGAN, Clerk

By *Burland Redger*
DEPUTYTHIS AGREEMENT made and entered into this 1st day of October,

1978, by and between the COUNTY OF YOLO, a political subdivision of the State

of California, hereinafter referred to as PRIME SPONSOR, and the WintersJoint Unified School District, 47 Main Street, Winters, CA 95694,

hereinafter referred to as SUBGRANTEE,

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WITNESSETH:

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PRIME SPONSOR and SUBGRANTEE. This subgrant agreement consists of the following:
 - A. This Agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PRIME SPONSOR's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.
 - B. On or before a date specified each month by the County Auditor of Yolo

County, SUBGRANTEE shall submit a claim to the Auditor of PRIME SPONSOR setting forth the reasonable and necessary costs incurred for services performed in accordance with this Agreement during the preceding month.

- C. Reasonable and necessary costs shall be determined in accordance with the procedures established by PRIME SPONSOR in accordance with requirements of the United States Department of Labor and the United States OMB, Circulars A-87 and A-102, and

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1) In any event SUBGRANTEE shall not incur any costs for non-expendable personal property as defined in OMB Circular No. A-102, Attachment N, without prior approval of the Auditor of PRIME SPONSOR.

2) Travel expenses shall not exceed those customary for SUBGRANTEE if a governmental agency. If SUBGRANTEE is not a governmental agency, travel shall not exceed that allowed by PRIME SPONSOR to its own agents or employees.

D. The Auditor of PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

E. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by the United States Department of Labor.

F. PRIME SPONSOR reserves the right to withhold payment for costs incurred by SUBGRANTEE when PRIME SPONSOR determines in the manner set forth herein that SUBGRANTEE is not fulfilling the terms of this agreement or that the costs are not reasonably or necessarily incurred in the performance of this Agreement.

4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement shall be governed by the provisions of Attachment N of OMB Circular No. A-102 and SUBGRANTEE shall be subject to the obligations of grantee set forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR shall have all the rights of grantee agency set forth therein. Generally

1 it is expected that grant property will be retained and used throughout its
2 useful life in the grant program for which it was acquired or if that pro-
3 gram is terminated, or if the property is no longer needed in the program,
4 in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

5 5. TERMINATION.

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6 A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in
7 timely and proper manner its obligations under this Agreement or if
8 SUBGRANTEE shall violate any of the covenants or stipulations of this
9 Agreement, or if the grant from the U. S. Department of Labor under
10 which this Agreement is made is terminated by the PRIME SPONSOR shall
11 thereupon have the right to terminate this Agreement by giving written
12 notice to SUBGRANTEE of such termination and specifying the effective
13 date thereof. If SUBGRANTEE is unable or unwilling to comply with such
14 additional conditions as may be lawfully applied by the U. S. Department
15 of Labor to the grant under which this Agreement is made, SUBGRANTEE
16 shall terminate this Agreement by giving written notice to PRIME SPONSOR
17 signifying the effective date thereof. In the event of termination, all
18 property and finished or unfinished documents, data, studies and reports
19 purchased or prepared by SUBGRANTEE under this Agreement shall, at the
20 option of PRIME SPONSOR, become property of PRIME SPONSOR and SUBGRANTEE
21 shall be entitled to compensation for any unreimbursed expenses neces-
22 sarily incurred in satisfactory performance of the Agreement. Notwith-
23 standing the above, the SUBGRANTEE shall not be relieved of liability
24 to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of
25 any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold
26 any reimbursement to SUBGRANTEE for the purposes of setoff until such
27 time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE
28 is agreed upon or otherwise determined.

- 1 B. For Convenience. PRIME SPONSOR may terminate this Agreement at any
2 time by giving written notice to SUBGRANTEE of such termination and
3 specifying the effective date thereof, at least 30 days before the
4 effective date of such termination. In that event, all finished or
5 unfinished documents and other materials as described in Paragraph A
6 hereof shall, at the option of PRIME SPONSOR, become its property. If
7 the Agreement is terminated by PRIME SPONSOR as provided herein, SUB-
8 GRANTEE will be paid an amount which bears the same ratio to the total ^{Micro Fiched}
9 compensation as the services actually perform bear to the total services
10 of the SUBGRANTEE covered by this Agreement, less payments of compen-
11 sation previously made: Provided, however, that if less than 60 percent
12 of the services covered by this Agreement have been performed upon the
13 effective date of such termination, the SUBGRANTEE shall be reimbursed
14 (in addition to the above payment) for that portion of the actual out-
15 of- pocket expenses (not otherwise reimbursed under this Agreement)
16 incurred by the SUBGRANTEE during the Agreement Period which are directly
17 attributable to the uncompleted portion of the services covered by this
18 Agreement. If this Agreement is terminated due to the fault of the
19 SUBGRANTEE, Paragraph A hereof relative to termination shall apply.
- 20 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or
21 other organization has been employed or retained to solicit or secure this
22 Agreement upon an agreement or understanding for commission, percentage,
23 brokerage, or contingency fee. For breach of violation of this Agreement
24 without liability or, in its discretion, to deduct from the compensation or
25 otherwise recover, the full amount of such commission, percentage, brokerage,
26 or contingent fee.
- 27 7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances,
28 and codes of the State of California and local governments.

- 1 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and de-
2 fend PRIME SPONSOR, its officers, employees and agents from and against all
3 claims, losses, liabilities, or damages, including attorney fees, arising
4 out of or resulting from the performance of this Agreement, caused in whole
5 or in part by any negligent act or omission of SUBGRANTEE or anyone directly
6 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
7 caused in part by a party indemnified hereunder. Micro Fiched
- 8 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Govern-
9 ment a royalty-free, non-exclusive and irrevocable license throughout the
10 world for government purposes to publish, translate, reproduce, and other-
11 wise use and dispose of, and to authorize others to do so, all data, in-
12 cluding reports, patents, copyrights, drawings, blueprints and technical
13 information resulting from the performance of the work under this Agreement.
14 SUBGRANTEE will not include copyrighted matter in the material furnished
15 under this Agreement without written permission from the copyright owner.
- 16 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no
17 interest and shall not acquire any interest, direct or indirect, which would
18 conflict in any manner or degree with the performance of services required
19 to be performed under this Agreement. SUBGRANTEE further covenants that
20 in the performance of this Agreement no person having any such interest
21 shall be employed.
- 22 11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE
23 develops any systems analysis products, models, electronic data processing
24 systems, software and related services, SUBGRANTEE agrees that the methods,
25 materials, logic, and systems developed pursuant to this Agreement shall be
26 the property of PRIME SPONSOR, and may be used as PRIME SPONSOR see fit,
27 including the right to reuse and publish the same without limitation.
- 28 12. FEDERAL AID. It is understood by the parties hereto that neither this

1 Agreement nor any Agreement pursuant hereto shall obligate the Federal
2 Government to enter into any Agreement with SUBGRANTEE or any other entity
3 for Federal financial assistance in connection with this Agreement; or for
4 the planning or undertaking of any work element not included in this Agree-
5 ment. Any such agreement will be entered into at the sole discretion of
6 the Federal Government.

7 13. GOVERNMENT. It is understood by the parties hereto that the Federal
8 Government will not be obligated or liable to SUBGRANTEE as a condition of
9 this Agreement.

10 14. LEGAL RELATIONSHIP.

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11 A. It is herein understood and agreed that SUBGRANTEE is an independent
12 contractor and that no relationship of employer-employee exists between
13 the parties hereto. That SUBGRANTEE shall not be entitled to any
14 benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR
15 is not required to make any deductions from the compensation payable to
16 SUBGRANTEE under the provisions of this Agreement; that as an indepen-
17 dent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from
18 any and all claims that may be made against PRIME SPONSOR based upon
19 any contention by any third party that an employer-employee relationship
20 exists by reason of this Agreement.

21 B. It is further understood and agreed by the parties hereto that SUB-
22 GRANTEE in the performance of its obligations hereunder is subject to
23 the control or direction of PRIME SPONSOR merely as to the result to be
24 accomplished by the services herein agreed to be rendered and performed
25 and not as to the means and methods for accomplishing the result.

26 C. If, in the performance of this Agreement, any third persons are employed
27 as employees of SUBGRANTEE, such persons shall be employed by and shall
28 be entirely and exclusively under direction, supervision and control of

1 said SUBGRANTEE. All terms of employment of said persons, including
2 hours, wages, working conditions, discipline, hiring and discharging or
3 any other terms of employment or requirements of law, shall be made by
4 said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority
5 over said persons or the terms of such employment. Micro Fiched

6 D. SUBGRANTEE, as an independent employer, shall be liable and hereby
7 expressly assumes and accepts exclusive liability as an employer under
8 the Federal Insurance Contributions Act, Federal Social Security Acts,
9 or any other Federal or State laws or acts which in any way affect or
10 relate to the relationship of employer and employee, and shall be liable
11 for any Social Security, or other taxes or penalties arising or levied
12 by reason of the employment of such persons employed by it. PRIME
13 SPONSOR shall not be liable for any workmen's compensation or other
14 benefits accruing under any Federal or State law or acts to any persons
15 employed by the said SUBGRANTEE under this Agreement, but such liability,
16 if any, shall be exclusively that of SUBGRANTEE.

17 15. PERSONNEL.

18 A. SUBGRANTEE represents that he has, or will secure at his own expense,
19 all personnel required in performing the services under this Agreement.
20 Such personnel shall not be employees of or have any individual con-
21 tractual relationship with PRIME SPONSOR.

22 B. All of the services required hereunder will be performed by SUBGRANTEE
23 or under his supervision, and all personnel engaged in the work shall
24 meet SUBGRANTEE's employment qualifications and shall be authorized
25 under State and local law to perform such services.

26 C. None of the work or services covered by this Agreement shall be sub-
27 contracted without the prior written approval of PRIME SPONSOR.

28 16. ASSIGNMENTS. Without the written consent of PRIME SPONSOR this Agreement

1 is not assignable by SUBGRANTEE either in whole or in part.

2 17. ALTERATIONS. No alteration or variation of the terms of this Agreement
3 shall be valid unless made in writing and signed by the parties hereto.

4 18. WAIVER. The waiver by PRIME SPONSOR of any default, breach or condition
5 precedent shall not be construed as a waiver on the part of PRIME SPONSOR
6 of any other default, breach or condition precedent, or any other right
7 hereunder.

8 19. SUCCESSORS. This Agreement shall bind and inure to the successors in
9 interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such
10 party had been expressly named herein.

11 20. TIME. Time is the essence of this Agreement. Micro Fiched

12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
13 of the day and year hereinabove set forth.

14 PRIME SPONSOR -

15 COUNTY OF YOLO, a political subdivi-
16 sion of the State of California

17 BY Arthur B. Edwards
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19
20
21 SUBGRANTEE

22 William H. Osier
23
24
25
26
27
28

POSITION LISTINGS

TITLE VI

WINTERS JOINT UNIFIED SCHOOL DISTRICT

<u>POSITIONS</u>		<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Bookkeeper	\$ 2,371
One	Library Clerk	2,099
One	Library Clerk	2,164
One	Gardener	2,317
One	Gardener	2,317
One	Gardener	2,389 Micro Fiched
One	Gardener	2,317
One	Gardener	2,317
One	Gardener	2,317
<u>One</u>	Secretary	<u>2,264</u>
Ten	Total	<u><u>\$ 22,880</u></u>

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Oppportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county. **Micro Fiched**
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:
 - (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on-bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. Orientation should also cover your agency's personnel standards and complaint resolution procedures. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed; and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall

ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an Outreach Worker from MOVE to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The

Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CEIA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Education Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

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It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consummes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

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E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

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Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is job "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy,

please do not hesitate to call the Manpower Administration Office.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the MOVE Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the MOVE Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Personnel Services
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are course offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us has to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them. Micro Fiched
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.
5. Explain your local procedures covering complaints and grievances.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways

you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, MOVE and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

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- b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).
- b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
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- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
 - g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
 - h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
 - i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
 - j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
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- m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
- p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 103(a)(6)).
- q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
- w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

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American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec.305(a) of P.L. 95-93).

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

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11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

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Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

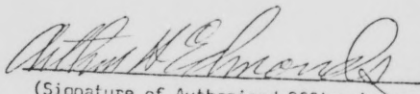
COUNTY OF YOLO

(Legal Name of Applicant)

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

(Address)

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(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

SEP 26 1978

(Date of Application)

FILED

AGREEMENT NO. 78-277

SEP 27 1978

(CETA TITLE VI AGREEMENT) LAURENCE P. HENIGAN, Clerk

By Robert H. Hedges
DEPUTY

THIS AGREEMENT made and entered into this 1st day of October, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PRIME SPONSOR, and the Yolo County Housing Authority, P. O. Box 57, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

W I T N E S S E T H :

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1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PRIME SPONSOR and SUBGRANTEE. This subgrant agreement consists of the following:
 - A. This Agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PRIME SPONSOR's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.
 - B. On or before a date specified each month by the County Auditor of Yolo

- 1 County, SUBGRANTEE shall submit a claim to the Auditor of PRIME SPONSOR
2 setting forth the reasonable and necessary costs incurred for services
3 performed in accordance with this Agreement during the preceding month.
- 4 C. Reasonable and necessary costs shall be determined in accordance with
5 the procedures established by PRIME SPONSOR in accordance with require-
6 ments of the United States Department of Labor and the United States
7 OMB, Circulars A-87 and A-102, and Micro Fiched
- 8 1) In any event SUBGRANTEE shall not incur any costs for non-expendable
9 personal property as defined in OMB Circular No. A-102, Attachment
10 N, without prior approval of the Auditor of PRIME SPONSOR.
- 11 2) Travel expenses shall not exceed those customary for SUBGRANTEE if
12 a governmental agency. If SUBGRANTEE is not a governmental agency,
13 travel shall not exceed that allowed by PRIME SPONSOR to its own
14 agents or employees.
- 15 D. The Auditor of PRIME SPONSOR shall examine, settle and allow the claim
16 in the manner provided by law.
- 17 E. Approved claims shall be paid from and only to the extent of available
18 funds granted to PRIME SPONSOR by the United States Department of Labor.
- 19 F. PRIME SPONSOR reserves the right to withhold payment for costs incurred
20 by SUBGRANTEE when PRIME SPONSOR determines in the manner set forth
21 herein that SUBGRANTEE is not fulfilling the terms of this agreement or
22 that the costs are not reasonably or necessarily incurred in the per-
23 formance of this Agreement.
- 24 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement
25 shall be governed by the provisions of Attachment N of OMB Circular No.
26 A-102 and SUBGRANTEE shall be subject to the obligations of grantee set
27 forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR
28 shall have all the rights of grantee agency set forth therein. Generally

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1 it is expected that grant property will be retained and used throughout its
2 useful life in the grant program for which it was acquired or if that pro-
3 gram is terminated, or if the property is no longer needed in the program,
4 in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

5 5. TERMINATION.

6 A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in
7 timely and proper manner its obligations under this Agreement or if
8 SUBGRANTEE shall violate any of the covenants or stipulations of this
9 Agreement, or if the grant from the U. S. Department of Labor under
10 which this Agreement is made is terminated by the PRIME SPONSOR shall
11 thereupon have the right to terminate this Agreement by giving written
12 notice to SUBGRANTEE of such termination and specifying the effective
13 date thereof. If SUBGRANTEE is unable or unwilling to comply with such
14 additional conditions as may be lawfully applied by the U. S. Department
15 of Labor to the grant under which this Agreement is made, SUBGRANTEE
16 shall terminate this Agreement by giving written notice to PRIME SPONSOR
17 signifying the effective date thereof. In the event of termination, all
18 property and finished or unfinished documents, data, studies and reports
19 purchased or prepared by SUBGRANTEE under this Agreement shall, at the
20 option of PRIME SPONSOR, become property of PRIME SPONSOR and SUBGRANTEE
21 shall be entitled to compensation for any unreimbursed expenses neces-
22 sarily incurred in satisfactory performance of the Agreement. Notwith-
23 standing the above, the SUBGRANTEE shall not be relieved of liability
24 to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of
25 any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold
26 any reimbursement to SUBGRANTEE for the purposes of setoff until such
27 time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE
28 is agreed upon or otherwise determined.

- 1 B. For Convenience. PRIME SPONSOR may terminate this Agreement at any
2 time by giving written notice to SUBGRANTEE of such termination and
3 specifying the effective date thereof, at least 30 days before the
4 effective date of such termination. In that event, all finished or
5 unfinished documents and other materials as described in Paragraph A
6 hereof shall, at the option of PRIME SPONSOR, become its property. If
7 the Agreement is terminated by PRIME SPONSOR as provided herein, SUB-
8 GRANTEE will be paid an amount which bears the same ratio to the total
9 compensation as the services actually perform bear to the total services
10 of the SUBGRANTEE covered by this Agreement, less payments of compen-
11 sation previously made: Provided, however, that if less than 60 percent ^{Micro Fiched}
12 of the services covered by this Agreement have been performed upon the
13 effective date of such termination, the SUBGRANTEE shall be reimbursed
14 (in addition to the above payment) for that portion of the actual out-
15 of- pocket expenses (not otherwise reimbursed under this Agreement)
16 incurred by the SUBGRANTEE during the Agreement Period which are directly
17 attributable to the uncompleted portion of the services covered by this
18 Agreement. If this Agreement is terminated due to the fault of the
19 SUBGRANTEE, Paragraph A hereof relative to termination shall apply.
- 20 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or
21 other organization has been employed or retained to solicit or secure this
22 Agreement upon an agreement or understanding for commission, percentage,
23 brokerage, or contingency fee. For breach of violation of this Agreement
24 without liability or, in its discretion, to deduct from the compensation or
25 otherwise recover, the full amount of such commission, percentage, brokerage,
26 or contingent fee.
- 27 7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances,
28 and codes of the State of California and local governments.

- 1 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and de-
2 fend PRIME SPONSOR, its officers, employees and agents from and against all
3 claims, losses, liabilities, or damages, including attorney fees, arising
4 out of or resulting from the performance of this Agreement, caused in whole
5 or in part by any negligent act or omission of SUBGRANTEE or anyone directly
6 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
7 caused in part by a party indemnified hereunder. Micro Fiched
- 8 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Govern-
9 ment a royalty-free, non-exclusive and irrevocable license throughout the
10 world for government purposes to publish, translate, reproduce, and other-
11 wise use and dispose of, and to authorize others to do so, all data, in-
12 cluding reports, patents, copyrights, drawings, blueprints and technical
13 information resulting from the performance of the work under this Agreement.
14 SUBGRANTEE will not include copyrighted matter in the material furnished
15 under this Agreement without written permission from the copyright owner.
- 16 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no
17 interest and shall not acquire any interest, direct or indirect, which would
18 conflict in any manner or degree with the performance of services required
19 to be performed under this Agreement. SUBGRANTEE further covenants that
20 in the performance of this Agreement no person having any such interest
21 shall be employed.
- 22 11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE
23 develops any systems analysis products, models, electronic data processing
24 systems, software and related services, SUBGRANTEE agrees that the methods,
25 materials, logic, and systems developed pursuant to this Agreement shall be
26 the property of PRIME SPONSOR, and may be used as PRIME-SPONSOR see fit,
27 including the right to reuse and publish the same without limitation.
- 28 12. FEDERAL AID. It is understood by the parties hereto that neither this

1 Agreement nor any Agreement pursuant hereto shall obligate the Federal
2 Government to enter into any Agreement with SUBGRANTEE or any other entity
3 for Federal financial assistance in connection with this Agreement; or for
4 the planning or undertaking of any work element not included in this Agree-
5 ment. Any such agreement will be entered into at the sole discretion of
6 the Federal Government.

7 13. GOVERNMENT. It is understood by the parties hereto that the Federal
8 Government will not be obligated or liable to SUBGRANTEE as a condition of
9 this Agreement.

10 14. LEGAL RELATIONSHIP. Micro Fiched

11 A. It is herein understood and agreed that SUBGRANTEE is an independent
12 contractor and that no relationship of employer-employee exists between
13 the parties hereto. That SUBGRANTEE shall not be entitled to any
14 benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR
15 is not required to make any deductions from the compensation payable to
16 SUBGRANTEE under the provisions of this Agreement; that as an indepen-
17 dent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from
18 any and all claims that may be made against PRIME SPONSOR based upon
19 any contention by any third party that an employer-employee relationship
20 exists by reason of this Agreement.

21 B. It is further understood and agreed by the parties hereto that SUB-
22 GRANTEE in the performance of its obligations hereunder is subject to
23 the control or direction of PRIME SPONSOR merely as to the result to be
24 accomplished by the services herein agreed to be rendered and performed
25 and not as to the means and methods for accomplishing the result.

26 C. If, in the performance of this Agreement, any third persons are employed
27 as employees of SUBGRANTEE, such persons shall be employed by and shall
28 be entirely and exclusively under direction, supervision and control of

1 said SUBGRANTEE. All terms of employment of said persons, including
2 hours, wages, working conditions, discipline, hiring and discharging or
3 any other terms of employment or requirements of law, shall be made by
4 said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority
5 over said persons or the terms of such employment.

6 D. SUBGRANTEE, as an independent employer, shall be liable and hereby
7 expressly assumes and accepts exclusive liability as an employer under
8 the Federal Insurance Contributions Act, Federal Social Security Acts,
9 or any other Federal or State laws or acts which in any way affect or
10 relate to the relationship of employer and employee, and shall be liable
11 for any Social Security, or other taxes or penalties arising or levied
12 by reason of the employment of such persons employed by it. PRIME
13 SPONSOR shall not be liable for any workmen's compensation or other
14 benefits accruing under any Federal or State law or acts to any persons
15 employed by the said SUBGRANTEE under this Agreement, but such liability,
16 if any, shall be exclusively that of SUBGRANTEE.

17 15. PERSONNEL.

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- 18 A. SUBGRANTEE represents that he has, or will secure at his own expense,
19 all personnel required in performing the services under this Agreement.
20 Such personnel shall not be employees of or have any individual con-
21 tractual relationship with PRIME SPONSOR.
- 22 B. All of the services required hereunder will be performed by SUBGRANTEE
23 or under his supervision, and all personnel engaged in the work shall
24 meet SUBGRANTEE's employment qualifications and shall be authorized
25 under State and local law to perform such services.
- 26 C. None of the work or services covered by this Agreement shall be sub-
27 contracted without the prior written approval of PRIME SPONSOR.

28 16. ASSIGNMENTS. Without the written consent of PRIME SPONSOR this Agreement

1 is not assignable by SUBGRANTEE either in whole or in part.

2 17. ALTERATIONS. No alteration or variation of the terms of this Agreement
3 shall be valid unless made in writing and signed by the parties hereto.

4 18. WAIVER. The waiver by PRIME SPONSOR of any default, breach or condition
5 precedent shall not be construed as a waiver on the part of PRIME SPONSOR
6 of any other default, breach or condition precedent, or any other right
7 hereunder.

8 19. SUCCESSORS. This Agreement shall bind and inure to the successors in
9 interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such
10 party had been expressly named herein.

11 20. TIME. Time is the essence of this Agreement.

12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
13 of the day and year hereinabove set forth.

14 PRIME SPONSOR -

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15 COUNTY OF YOLO, a political subdi-
16 vision of the State of California

17 BY *Arthur H. Edwards*
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

20 SUBGRANTEE YOLO COUNTY HOUSING AUTHORITY

21 *[Signature]*
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POSITION LISTINGS
TITLE VI
YOLO COUNTY HOUSING AUTHORITY

<u>POSITIONS</u>		<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Loan Program Coordinator	\$ 3,123
One	Maintenance II	3,402
One	Maintenance II	3,402
One	Maintenance II	3,402
One	Maintenance I	2,931
One	Maintenance I	2,931
One	Maintenance I	3,004
One	Maintenance I	2,846
<u>One</u>	Secretary/Receptionist	<u>2,419</u>
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Nine	Total	<u><u>\$ 27,460</u></u>

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Oppportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county.
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:

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 - (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. Orientation should also cover your agency's personnel standards and complaint resolution procedures. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall

ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an Outreach Worker from MOVE to give supportive services to participants in CETA.

C. Training and Supportive Services

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All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The

Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Education Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

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It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

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Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

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Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is job "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy,

please do not hesitate to call the Manpower Administration Office.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the MOVE Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the MOVE Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Personnel Services
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us has to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them. Micro Fiched
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.
5. Explain your local procedures covering complaints and grievances.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways

you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, MOVE and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).
- b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

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- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
 - m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
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- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
 - p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
 - q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
 - s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
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- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
 - v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
 - w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.
7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

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For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).
4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

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persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

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14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

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In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

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All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

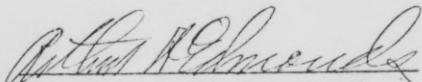
The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)


(Signature of Authorized Officer)

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ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

35

(Date of Application)

Yolo County Manpower Administration
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 78-278
set of

Subgrantee Name

Yolo-Solano Air Pollution Control

Address

P. O. Box-1006

City

Woodland, CA 95695

Program Director

FILED

SEP 29 1978

Phone

666-8433

LAURENCE P. HENIGAN, Clerk
By *Arthur H. Edmonds*
Deputy

1. Amount of funds allocated per this subgrant is \$ 2,950

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2. Grant period begins October 1, 1978 and ends December 31, 1978

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

Yolo-Solano Air Pollution Control

(Legal Name of Subgrantee)

James A. Koslow
(Signature of Authorized Officer)

James A. Koslow

Air Pollution Control Officer

(Typed Name and Title of Authorized Officer)

Yolo County Manpower Administration
(Prime Sponsor)

Arthur H. Edmonds

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

By *Hebra E. Conley*
DEPUTY

(SEAL)

FILED

AGREEMENT NO. 78-078

SEP 29 1978

(CETA TITLE VI AGREEMENT)

LAURENCE P. HENIGAN, Clerk
By Pauline P. Henigan
Deputy

THIS AGREEMENT made and entered into this 1st day of October, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as PRIME SPONSOR, and the Yolo-Solano Air Pollution Control, P. O. Box 1006, Woodland, CA 95695, hereinafter referred to as SUBGRANTEE,

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W I T N E S S E T H :

1. SUBGRANT. This agreement sets forth the terms and conditions of a subgrant between PRIME SPONSOR and SUBGRANTEE. This subgrant agreement consists of the following:
 - A. This Agreement.
 - B. Signature sheet.
 - C. Schedule of Position Listing, attached hereto as Exhibit "A" herein.
 - D. PRIME SPONSOR's Narrative, attached hereto as Exhibit "B" herein.
 - E. General and Special Assurances attached hereto as Exhibit "C" herein.
2. SERVICES. SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the application and program narrative in accordance with the time schedule, budget, and number of persons to be served set forth in the program operating plan.
3. PAYMENT. PRIME SPONSOR shall reimburse SUBGRANTEE for reasonable and necessary costs incurred in the performance of this contract in accordance with the following rules:
 - A. Total reimbursement shall not exceed the amount of the subgrant or modifications thereof.
 - B. On or before a date specified each month by the County Auditor of Yolo

- 1 County, SUBGRANTEE shall submit a claim to the Auditor of PRIME SPONSOR
2 setting forth the reasonable and necessary costs incurred for services
3 performed in accordance with this Agreement during the preceding month.
4 C. Reasonable and necessary costs shall be determined in accordance with
5 the procedures established by PRIME SPONSOR in accordance with require-
6 ments of the United States Department of Labor and the United States
7 OMB, Circulars A-87 and A-102, and
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9 1) In any event SUBGRANTEE shall not incur any costs for non-expendable
10 personal property as defined in OMB Circular No. A-102, Attachment
11 N, without prior approval of the Auditor of PRIME SPONSOR.
12 2) Travel expenses shall not exceed those customary for SUBGRANTEE if
13 a governmental agency. If SUBGRANTEE is not a governmental agency,
14 travel shall not exceed that allowed by PRIME SPONSOR to its own
15 agents or employees.
16 D. The Auditor of PRIME SPONSOR shall examine, settle and allow the claim
17 in the manner provided by law.
18 E. Approved claims shall be paid from and only to the extent of available
19 funds granted to PRIME SPONSOR by the United States Department of Labor.
20 F. PRIME SPONSOR reserves the right to withhold payment for costs incurred
21 by SUBGRANTEE when PRIME SPONSOR determines in the manner set forth
22 herein that SUBGRANTEE is not fulfilling the terms of this agreement or
23 that the costs are not reasonably or necessarily incurred in the per-
24 formance of this Agreement.
25 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement
26 shall be governed by the provisions of Attachment N of OMB Circular No.
27 A-102 and SUBGRANTEE shall be subject to the obligations of grantee set
28 forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR
shall have all the rights of grantee agency set forth therein. Generally

1 it is expected that grant property will be retained and used throughout its
2 useful life in the grant program for which it was acquired or if that pro-
3 gram is terminated, or if the property is no longer needed in the program,
4 in any other similar program of SUBGRANTEE, or PRIME SPONSOR.

5 5. TERMINATION.

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6 A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in
7 timely and proper manner its obligations under this Agreement or if
8 SUBGRANTEE shall violate any of the covenants or stipulations of this
9 Agreement, or if the grant from the U. S. Department of Labor under
10 which this Agreement is made is terminated by the PRIME SPONSOR shall
11 thereupon have the right to terminate this Agreement by giving written
12 notice to SUBGRANTEE of such termination and specifying the effective
13 date thereof. If SUBGRANTEE is unable or unwilling to comply with such
14 additional conditions as may be lawfully applied by the U. S. Department
15 of Labor to the grant under which this Agreement is made, SUBGRANTEE
16 shall terminate this Agreement by giving written notice to PRIME SPONSOR
17 signifying the effective date thereof. In the event of termination, all
18 property and finished or unfinished documents, data, studies and reports
19 purchased or prepared by SUBGRANTEE under this Agreement shall, at the
20 option of PRIME SPONSOR, become property of PRIME SPONSOR and SUBGRANTEE
21 shall be entitled to compensation for any unreimbursed expenses neces-
22 sarily incurred in satisfactory performance of the Agreement. Notwith-
23 standing the above, the SUBGRANTEE shall not be relieved of liability
24 to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of
25 any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR may withhold
26 any reimbursement to SUBGRANTEE for the purposes of setoff until such
27 time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE
28 is agreed upon or otherwise determined.

- 1 B. For Convenience. PRIME SPONSOR may terminate this Agreement at any
2 time by giving written notice to SUBGRANTEE of such termination and
3 specifying the effective date thereof, at least 30 days before the
4 effective date of such termination. In that event, all finished or
5 unfinished documents and other materials as described in Paragraph A
6 hereof shall, at the option of PRIME SPONSOR, become its property. If
7 the Agreement is terminated by PRIME SPONSOR as provided herein, SUB-
8 GRANTEE will be paid an amount which bears the same ratio to the total
9 compensation as the services actually perform bear to the total services
10 of the SUBGRANTEE covered by this Agreement, less payments of compen-
11 sation previously made: Provided, however, that if less than 60 percent
12 of the services covered by this Agreement have been performed upon the
13 effective date of such termination, the SUBGRANTEE shall be reimbursed
14 (in addition to the above payment) for that portion of the actual out-
15 of- pocket expenses (not otherwise reimbursed under this Agreement)
16 incurred by the SUBGRANTEE during the Agreement Period which are directly
17 attributable to the uncompleted portion of the services covered by this
18 Agreement. If this Agreement is terminated due to the fault of the
19 SUBGRANTEE, Paragraph A hereof relative to termination shall apply.
- 20 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or
21 other organization has been employed or retained to solicit or secure this
22 Agreement upon an agreement or understanding for commission, percentage,
23 brokerage, or contingency fee. For breach of violation of this Agreement
24 without liability or, in its discretion, to deduct from the compensation or
25 otherwise recover, the full amount of such commission, percentage, brokerage,
26 or contingent fee.
- 27 7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances,
28 and codes of the State of California and local governments.

- 1 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and de-
2 fend PRIME SPONSOR, its officers, employees and agents from and against all
3 claims, losses, liabilities, or damages, including attorney fees, arising
4 out of or resulting from the performance of this Agreement, caused in whole
5 or in part by any negligent act or omission of SUBGRANTEE or anyone directly
6 or indirectly employed by SUBGRANTEE, regardless of whether or not it is
7 caused in part by a party indemnified hereunder. Micro Fiched
- 8 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Govern-
9 ment a royalty-free, non-exclusive and irrevocable license throughout the
10 world for government purposes to publish, translate, reproduce, and other-
11 wise use and dispose of, and to authorize others to do so, all data, in-
12 cluding reports, patents, copyrights, drawings, blueprints and technical
13 information resulting from the performance of the work under this Agreement.
14 SUBGRANTEE will not include copyrighted matter in the material furnished
15 under this Agreement without written permission from the copyright owner.
- 16 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no
17 interest and shall not acquire any interest, direct or indirect, which would
18 conflict in any manner or degree with the performance of services required
19 to be performed under this Agreement. SUBGRANTEE further covenants that
20 in the performance of this Agreement no person having any such interest
21 shall be employed.
- 22 11. RIGHT TO REFUSE. If, under the provisions of this Agreement, SUBGRANTEE
23 develops any systems analysis products, models, electronic data processing
24 systems, software and related services, SUBGRANTEE agrees that the methods,
25 materials, logic, and systems developed pursuant to this Agreement shall be
26 the property of PRIME SPONSOR, and may be used as PRIME-SPONSOR see fit,
27 including the right to reuse and publish the same without limitation.
- 28 12. FEDERAL AID. It is understood by the parties hereto that neither this

1 Agreement nor any Agreement pursuant hereto shall obligate the Federal
2 Government to enter into any Agreement with SUBGRANTEE or any other entity
3 for Federal financial assistance in connection with this Agreement; or for
4 the planning or undertaking of any work element not included in this Agree-
5 ment. Any such agreement will be entered into at the sole discretion of
6 the Federal Government. Micro Fiched

7 13. GOVERNMENT. It is understood by the parties hereto that the Federal
8 Government will not be obligated or liable to SUBGRANTEE as a condition of
9 this Agreement.

10 14. LEGAL RELATIONSHIP.

11 A. It is herein understood and agreed that SUBGRANTEE is an independent
12 contractor and that no relationship of employer-employee exists between
13 the parties hereto. That SUBGRANTEE shall not be entitled to any
14 benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR
15 is not required to make any deductions from the compensation payable to
16 SUBGRANTEE under the provisions of this Agreement; that as an indepen-
17 dent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from
18 any and all claims that may be made against PRIME SPONSOR based upon
19 any contention by any third party that an employer-employee relationship
20 exists by reason of this Agreement.

21 B. It is further understood and agreed by the parties hereto that SUB-
22 GRANTEE in the performance of its obligations hereunder is subject to
23 the control or direction of PRIME SPONSOR merely as to the result to be
24 accomplished by the services herein agreed to be rendered and performed
25 and not as to the means and methods for accomplishing the result.

26 C. If, in the performance of this Agreement, any third persons are employed
27 as employees of SUBGRANTEE, such persons shall be employed by and shall
28 be entirely and exclusively under direction, supervision and control of

1 said SUBGRANTEE. All terms of employment of said persons, including
2 hours, wages, working conditions, discipline, hiring and discharging or
3 any other terms of employment or requirements of law, shall be made by
4 said SUBGRANTEE, and PRIME SPONSOR shall have no right or authority
5 over said persons or the terms of such employment. Micro Fiched
6 D. SUBGRANTEE, as an independent employer, shall be liable and hereby
7 expressly assumes and accepts exclusive liability as an employer under
8 the Federal Insurance Contributions Act, Federal Social Security Acts,
9 or any other Federal or State laws or acts which in any way affect or
10 relate to the relationship of employer and employee, and shall be liable
11 for any Social Security, or other taxes or penalties arising or levied
12 by reason of the employment of such persons employed by it. PRIME
13 SPONSOR shall not be liable for any workmen's compensation or other
14 benefits accruing under any Federal or State law or acts to any persons
15 employed by the said SUBGRANTEE under this Agreement, but such liability,
16 if any, shall be exclusively that of SUBGRANTEE.

17 15. PERSONNEL.

- 18 A. SUBGRANTEE represents that he has, or will secure at his own expense,
19 all personnel required in performing the services under this Agreement.
20 Such personnel shall not be employees of or have any individual con-
21 tractual relationship with PRIME SPONSOR.
22 B. All of the services required hereunder will be performed by SUBGRANTEE
23 or under his supervision, and all personnel engaged in the work shall
24 meet SUBGRANTEE's employment qualifications and shall be authorized
25 under State and local law to perform such services.
26 C. None of the work or services covered by this Agreement shall be sub-
27 contracted without the prior written approval of PRIME SPONSOR.

28 16. ASSIGNMENTS. Without the written consent of PRIME SPONSOR this Agreement

1 is not assignable by SUBGRANTEE either in whole or in part.

2 17. ALTERATIONS. No alteration or variation of the terms of this Agreement
3 shall be valid unless made in writing and signed by the parties hereto.

4 18. WAIVER. The waiver by PRIME SPONSOR of any default, breach or condition
5 precedent shall not be construed as a waiver on the part of PRIME SPONSOR
6 of any other default, breach or condition precedent, or any other right
7 hereunder.

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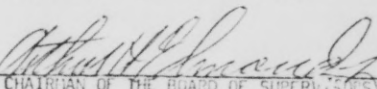
8 19. SUCCESSORS. This Agreement shall bind and inure to the successors in
9 interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such
10 party had been expressly named herein.

11 20. TIME. Time is the essence of this Agreement.

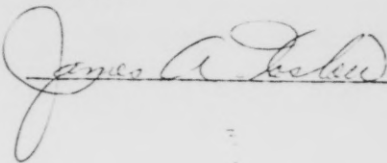
12 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
13 of the day and year hereinabove set forth.

14 PRIME SPONSOR -

15 COUNTY OF YOLO, a political subdivi-
16 sion of the State of California

17 BY 
18 CHAIRMAN OF THE BOARD OF SUPERVISORS

19
20
21 SUBGRANTEE

22 
23
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28

POSITION LISTINGS
TITLE VI
YOLO-SOLANO AIR POLLUTION CONTROL

POSITIONS

SALARY & BENEFITS
10/1/78 - 12/31/78

One

Technician

\$ 2,950

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A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Oppportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county. Micro Fiched
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:
 - (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. Orientation should also cover your agency's personnel standards and complaint resolution procedures. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall

ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an Outreach Worker from MOVE to give supportive services to participants in CETA.

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C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The

Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Education Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

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It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consumnes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same Micro Fiched type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

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Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

In order that an employer not be taken advantage of by excessive absence from work while the participant is on "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy,

please do not hesitate to call the Manpower Administration Office.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired. Micro Fiched
3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the MOVE Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the MOVE Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Personnel Services
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

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The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

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If I may be of further assistance, please do not hesitate to call me.

EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

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In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees.

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In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us has to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.
5. Explain your local procedures covering complaints and grievances.

Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways

you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

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2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, MOVE and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

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- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and
 - b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.
2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.
 3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:
 - a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).
 - b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
- Micro Fiched
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- Micro Fiched
- m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
- p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
- q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
- w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 203(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

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6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.
7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

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14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

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Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)

Micro Fiched

(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized Officer)

SEP 26 1973

(Date of Application)

SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

ECV Reg # 79000054

AGREEMENT NO. 79-279

PROJECTS

set #3

Subgrantee Name

EIA Office (For State of California)

Address

100 Capitol Mall

City

Phone

Sacramento, CA 95814

322-7746

Program Director

FILED

JAN 25 1979

PETER McNAMEE, Clerk

By Debra E. Conley
Deputy

1. Amount of funds allocated per this subgrant is \$ 10,179.

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2. Grant period begins October 1, 1978 and ends December 31, 1978.

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

CETA Office (For State of California)

(Legal Name of Subgrantee)

(Signature of Authorized Officer)

H. L. Jimenez
Chief, Public Employment Section

(Typed Name and Title of Authorized Officer)

Yolo County Manpower Administration
(Prime Sponsor)

Arthur H. Edmonds

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

By Debra E. Conley
DEPUTY

(SEAL)

1 AGREEMENT NO. _____

2 CETA Title VI Public Service Project Agreement
3 The Emergency Job Programs Extension Act of 1976 amended
4 Title VI of CETA by adding Sec. 607, 608, and 609
5 (Federal Register May 13, 1977 Part IV)
6

7 THIS AGREEMENT made and entered into this 1st day of October,
8 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of
9 California hereinafter, referred to as PRIME SPONSOR, and the CETA Office
10 (For State of California), 800 Capitol Mall, Sacramento, CA 95814,
11 hereinafter referred to as SUBGRANTEE.

12 Micro Fiched

13 W I T N E S S E I H :
14

15 1. SUBGRANT: This agreement sets forth the terms and conditions
16 of a subgrant between PRIME SPONSOR and SUBGRANTEE for the Title VI PUBLIC SER-
17 VICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

- 18 A. This agreement
19 B. Signature sheet
20 C. Schedule of position listing and budget attached hereto
21 as Exhibit "A" herein.
22 D. Project Proposal Abstract, attached hereto as Exhibit
23 "B" herein.
24 E. General and Special Assurances attached hereto as
25 Exhibit "C" herein.

26 2. SERVICES: SUBGRANTEE shall in a manner satisfactory and
27 proper as determined by PRIME SPONSOR perform the services described in the
28 application and Project Abstract in accordance with the time schedule, budget,

number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit "B" and incorporated here in by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PRIME SPONSOR monthly and weekly reports or other reports as required in a manner as specified by PRIME SPONSOR.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing October 1, 1978 and terminating on December 31, 19 . Said term of this agreement shall not exceed _____ months.

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5. PAYMENT: PRIME SPONSOR shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PRIME SPONSOR ----- SUBGRANTEE shall submit a claim to the PRIME SPONSOR.

C. The Auditor of the PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by United States Department of Labor.

E. PRIME SPONSOR reserves the right to withhold payment for cost incurred by SUBGRANTEE when PRIME SPONSOR determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail

1 to fulfill in timely and proper manner its obligations
2 under this Agreement, or if SUBGRANTEE shall violate any
3 of the covenants or stipulations of this Agreement, or
4 if the grant from the United States Department of Labor
5 under which this Agreement is made is terminated by the
6 PRIME SPONSOR shall thereupon have the right to terminate
7 this Agreement by giving written notice to SUBGRANTEE of
8 such termination and specifying the effective date there-
9 of. If SUBGRANTEE is unable or unwilling to comply with ^{Micro Fiched}
10 such additional conditions as may be lawfully applied by
11 the United States Department of Labor to the grant under
12 which this Agreement is made, SUBGRANTEE or PRIME SPONSOR
13 shall terminate this Agreement by giving written notice
14 to PRIME SPONSOR or SUBGRANTEE, respectively signifying
15 the effective date thereof. Notwithstanding the above,
16 SUBGRANTEE shall not be relieved of liability to PRIME
17 SPONSOR for damages sustained by PRIME SPONSOR by virtue
18 of any breach of the Agreement by subgrantee and PRIME
19 SPONSOR may withhold any reimbursement to SUBGRANTEE for
20 the purpose of setoff until such time as the exact amount
21 of damages due PRIME SPONSOR from SUBGRANTEE is agreed
22 upon or otherwise determined.

23  B. For Convenience. Either party may terminate this Agree-
24 ment at any time by giving written notice to the other
25 of such termination and specifying the effective date
26 thereof, at least 30 days before the effective date of
27 such termination. If the Agreement is terminated by
28 either party as provided herein, SUBGRANTEE will be

1 paid an amount which bears the same ratio to the total
2 compensation as the services actually performed bears to
3 the total services of SUBGRANTEE covered by this Agree-
4 ment, less payments of compensation previously made.

5 7. LAWS: SUBGRANTEE shall comply with all the applicable laws,
6 ordinances, codes of the State of California and local governments. SUBGRANTEE
7 shall comply with terms and conditions of the Comprehensive Employment and
8 Training Act of 1973 as amended, including the Emergency Job Program Extension
9 Act of 1973 and any regulation promulgated thereunder.

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10 8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold
11 harmless and defend PRIME SPONSOR, its officers, employees and agents from and
12 against all claims, losses, liabilities, or damages, including attorney fees,
13 arising out of or resulting from the performance of this Agreement, caused in
14 whole or in part by any negligent act or commission of SUBGRANTEE or anyone
15 directly or indirectly employed by SUBGRANTEE, regardless of whether or not it
16 is caused in part by a party indemnified hereunder. FOR STATE OF CALIFORNIA
SEE EXHIBIT 'D'

17 9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it pre-
18 sently has no interest and shall not acquire any interest direct or indirect,
19 which would conflict in any manner or degree with the performance of services
20 required to be performed under this Agreement. SUBGRANTEE further covenants
21 that in the performance of this Agreement no person having any such interest
22 shall be employed.

23 10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff
24 or reduce the working hours of an employee in anticipation of hiring an indi-
25 vidual with funds available under Title VI. In addition, no participant shall be
26 used to fill positions or provide services normally provided by temporary, part-
27 time, or seasonal workers or contracted out, or to fill full-time vacancies.
28 SUBGRANTEE shall not hire any person into any job funded under Title VI when any

1 other person is on lay-off from the same or any substantially equivalent job.

2 11. GOVERNMENT: It is understood by the parties hereto that the
3 Federal Government will not be obligated or liable to SUBGRANTEE as a condition
4 of this Agreement.

5 12. LEGAL RELATIONSHIP:

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6 A. It is herein understood and agreed that SUBGRANTEE is an
7 independent contractor and that no relationship of
8 employer-employee exists between the parties hereto.
9 That SUBGRANTEE shall not be entitled to any benefits
10 available to employees of PRIME SPONSOR. That PRIME
11 SPONSOR is not required to make any deductions from the
12 compensation payable to SUBGRANTEE under the provisions
13 of this Agreement; that as an independent contractor,
14 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
15 and all claims that may be made against PRIME SPONSOR
16 based upon any contention by and third party that an
17 employer-employee relationship exists by reason of this
18 Agreement.

19 B. It is further understood and agreed by the parties hereto
20 that SUBGRANTEE in the performance of its obligations
21 hereunder is subject to the control or direction of
22 PRIME SPONSOR as to the result to be accomplished by the
23 services herein agreed to be rendered and performed as
24 well as to the means and methods for accomplishing the
25 result.

26 C. If, in the performance of this Agreement, any third
27 persons are employed as employees of SUBGRANTEE, such
28 persons shall be employed by and shall be entirely and

1 exclusively under direction, supervision and control of
2 said SUBGRANTEE. All terms of employment of said person,
3 including hours, wages, working conditions, discipline,
4 hiring and discharging or any other terms of employment
5 or requirements of law, shall be made by said SUBGRANTEE,
6 and PRIME SPONSOR shall have no right or authority over
7 said persons or the terms of such employment. Micro Fiched

8 D. SUBGRANTEE, as an independent employer, shall be liable
9 and hereby expressly assumes and accepts exclusive lia-
10 bility as an employer under the Federal Insurance Contri-
11 butions Act, Federal Social Security Acts, or any other
12 Federal or State laws or acts which in any way affect or
13 relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, unemployment,
15 or other taxes or penalties arising or levied by reason
16 of the employment of such persons employed by it. PRIME
17 SPONSOR shall not be liable for any workmen's compensa-
18 tion or other benefits accruing under any Federal or State
19 law or acts to any persons employed by the said SUBGRANTEE
20 under this Agreement, but such liability, if any, shall
21 be exclusively that of SUBGRANTEE.

22 13. PERSONNEL:

23 A. SUBGRANTEE represents that it has, or will secure at its
24 own expense, all personnel required in performing the
25 services under this Agreement. All Project Personnel
26 hired by SUBGRANTEE shall be eligible EDD certified PSE
27 participants and verification of such eligibility is the
28 responsibility of the SUBGRANTEE. However, such personnel

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shall not be employees of or have any individual contracted relationship with PRIME SPONSOR.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement. **Micro Fiched**

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PRIME SPONSOR of any default, breach

1 or condition precedent shall not be construed as a waiver on the part of the
2 PRIME SPONSOR or any other default, breach or condition precedent, or any other
3 right hereunder.

4 18. SUCCESSORS: This Agreement shall bind and insure to the
5 successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if
6 such party has been expressly named herein.

7 19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's con-
8 tractors shall hire or cause or allow to be hired, a person into an administrative
9 capacity, staff position or public service employment position funded under CETA,
10 if a member of his or her immediate family is employed in an administrative
11 capacity for the PRIME SPONSOR. However, where a state or local statute re-
12 garding nepotism exists which is more restrictive than the above policy, the
13 eligible applicant should follow the state or local statute in lieu of the policy.

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14 A. The term "member of the immediate family" includes:
15 wife, husband, son, daughter, mother, father, brother,
16 brother-in-law, sister, sister-in-law, son-in-law,
17 daughter-in-law, father-in-law, mother-in-law, aunt,
18 uncle, niece, nephew, step-parent, and step-child.

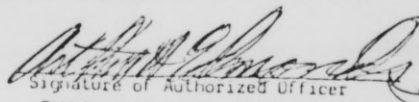
19 B. The term "administrative capacity" includes those who
20 have overall administrative responsibility for a hiring
21 or supervisory program as set forth in 29 CFR^S 99.99.

22 C. The term "staff position" includes all CETA staff
23 positions funded under the Act, such as instructors,
24 counsellors and other staff involved in administrative,
25 training or service activities.
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1 SUBGRANT NO. _____

PRIME SPONSOR

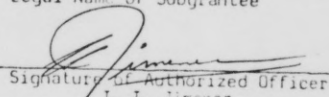
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5 Date Sept. 26, 1978


Signature of Authorized Officer
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

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10 Title of Authorized Officer
State of California

Employment Dev. Department
State CMTA Office

11 Legal Name of Subgrantee


Signature of Authorized Officer
L. L. Jimenez
Chief, Public Employment Section
State CMTA Office

12 Title of Authorized Officer

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POSITION LISTINGS
TITLE VI
PROJECTS
CETA OFFICE (FOR STATE OF CALIFORNIA)

<u>POSITIONS</u>	<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One Staff Service Analyst	\$ 3,393
One Staff Service Analyst	3,393
<u>One Staff Service Analyst</u>	<u>3,393</u>
Three	Total <u>\$ 10,179</u>

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PROPOSAL FORMAT

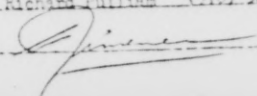
FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

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YOLO COUNTY

C

Project Name Personnel Services
Organizational Name State CETA Office/Calif. State Dept. Of Health Services
Organizational Address 711 "N" St, Public Employment Section, Sacto., Calif. 95814
Telephone Number (916) 322-7751
Director's Name Anthony J. Gutierrez
Person(s) to Contact Richard Pulliam (916) 322-7746
Authorized Signature 

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: California Department of Health Services

2. Project Description (Positions must be in the Public Service Employment Mode)

Editing, Printing, and Distributing

- a. What is the task to be performed? of a standard manual for approximately 260 Licensing & Certification Units. This specific project is necessary to meet the change to this department of establishing standards.

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- b. What are the expected results of this project? One established resource document that contains all information regulation standards governed by the department.
- c. What is the Public Service provided by this project? To move efficiently provide to the public with current quality of care standards.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

In order to accomplish these goals, participant's activities will involve research into latest scientific professional and humanistic knowledge as they relate to quality of care standards. Participant must analyze information to determine it's appropriateness for the manual. Information must be edited so that it is both informative and concise (i.e., purging and/or updating old information and integrating new knowledge.) Participant will be responsible for overall review and distribution of the manual.

4. Budget

Total Personnel Costs (A & B) \$ 13,419
 Attach itemized fringe benefits

A. Salaries and Wages \$ 9,996

B. Fringe Benefits \$ 3,423

Total funds requested (Equals total personnel costs) \$ 13,419

Total positions requested 1

Average cost per position requested (total budget divided by
 number of positions) \$ 13,419

Complete the following information for each position requested.
 Attach job description sheet for each job title listed."

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<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>*Total Cost Per Position</u>
Staff Services Analyst	833	282	9	10,035
	833	295	3	3,384

Duration of Projection

Estimated from 8-15-78 to 8-14-79

*Attach additional sheet if necessary.

PUBLIC SERVICE EMPLOYMENT BUDGET SUMMARY

Date: 8-1-79

Sponsor: Yolo County

Subgrantee:

State of California/Employment Development Dept.
State CETA Office/Public Employment Section
711 N Street
Sacramento, CA. 95811

Title: Project VI

From: 8-15-78 to 8-14-79

Position Classification	# of Pos.	Monthly CETA Con- tribution	Actual Monthly Wage Rate	Number of Months	Total Wages (B x C x E)
(A)	(F)	(D)	(B)	(C)	(F)
Difference between CETA Contribution and actual wage rate paid by the state agency.					
Staff Service Analyst, PSE	1	833	987	12	9,996
					Micro Ficked
TOTAL	1				9,996

1. Estimated 7.5% Cost of Living Increase from July 1, 1979.

N/A

H. Total Adjusted Wages (F + G)

\$ 9,996

Fringe Benefit Rates (H x %)

Social Security @ 6.05%

= 605

Worker's Compensation @ 5.81%

= 581

Health Benefits @ 6% (Optional Benefit)

= 600

Retirement @ 15.98% X \$7,497

= 1,198

617.54% X 2,499

= 439

I. Total Fringe Benefits

\$ 3,423

GRAND TOTAL BUDGET (H + I)

\$ 13,419

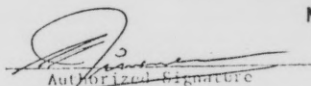
Salary increase after completion of six (6) months satisfactory performance.

5. Geographic area to be served by the Project: State Of California
Health Care Facilities

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐

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Authorized Signature
Larry Jimenez, Chief
Public Employment Section

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The State of California has actively participated (since 1973) in the following program to meet the needs of disadvantaged groups.

Comprehensive Employment and Training Act (CETA) hire the long-term unemployed into meaningful training and employment positions.

Work Incentive and Career Opportunity Development (WIN-COD) Purpose: to move welfare recipients into productive employment through on-the-job training.

Career Opportunity Development (COD) Purpose: to provide new career opportunities for disadvantaged and minority persons who are unable to enter public employment because of insufficient work experience or lack of education.

Career Opportunity Development/Rehabilitation (COD-DR) Purpose: to provide productive employment for severely disabled and developmentally disabled persons through on-the-job training.

The Health Services Department (Manpower) assist departments in meeting their staffing needs by serving as a resource for providing training and employment placements that will result in a trained employee to fill an entry-level position at little or not expense to the Department.

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8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

See Attached

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7/28/78

Diana Robinson
Staff Services Analyst, Range E
Licensing & Certification Division
Operations Support Section

EDUCATION

Sacramento City/American River College - 56 units

Business

WORK EXPERIENCE

- I. Date: February 1977 to Present
Location: State Department of Health Services, Sacramento
Level: Staff Services Analyst

Supervision of three clerical persons with responsibility for:

- A. Maintenance of automated Time Reporting System for over 250 Licensing Division staff.
- B. Coordinating development and maintenance of all forms and manuals used in the Division.
- C. Coordinating the purchase of supplies and equipment used in the Division.
- D. Coordination and implementation of the Health Facilities Policy and Procedure Manual.
- E. Assists in coordinating proposed legislation, reviewing bill analyses, and interpreting the impact of chaptered bills.
- F. Monitors "A" and "B" citations and legal actions initiated by the Division.
- G. Answering correspondence, preparing reports, and conducting projects upon request of the Section Chief.

Micro Fiched

- II. Date: October 1974 through February 1977
Location: Department of Health, Sacramento
Level: Senior Clerk Typist

Supervision of three secretaries; development of charts and forms; conducting research and coordinating data.

- III. Date: May 1973 through October 1974
Location: Department of Health, Sacramento
Level: Clerk Typist II

Supervision of seven clerical; support work for Operations Chief; organization and implementation of new clerical procedures.

7/28/78

IV. Date: October 1971 through May 1973
Location: Department of Health Care Services, Sacramento
Level: Clerk Typist II

Typist; receptionist; computation of statistical information; processing of attendance and personnel forms.

V. Date: October 1967 through October 1971
Location: Department of Motor Vehicles, Sacramento
Level: Teletype operator

Typing drivers license information to various law enforcement agencies.

Micro Fiched

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>Board Member</u>	<u>Occupation and Employer</u>
---------------------	--------------------------------

N/A

Micro Fiched

10. A. Describe the project in detail
 - b. Describe the time frame for completing each phase of the project.
 - c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor (s) should already be a part of your organization. List the current job title (s) of those who will be assigned as supervisor (s).
-
10. a. The purpose of the manual will be an aid to standardized working procedures and to codify the various policies, functions, and activities of the Division into a single resource document. Keeping the Manual up-to-date is critical to its effectiveness.

The Manual has been under development for over a year and has not been completed because of lack of staff. A task force was formed to develop the contents of the manual. The task force, which consisted of eight professionals and one clerical, met several times over a period of six months. The Licensing and Certification Division would now like to begin the process of editing, printing and distributing the Manual for use by all Licensing and Certification employees.

This project, once established require ongoing review and updating as information becomes out dated and new knowledge introduced.

Micro Fiched

Progress will following these stages:

Phase I: Evaluate already established information; Research and analysis new scientific information---- 4 months

Phase 2: Review and edit ---- 4 months

Phase 3: Finalize submit for approval, print and distribute--4 months

Coordinator for the propose Public Services Employment positions is the duty of Bertha King, Staff Services Analyst, CETA Coordinator.

Direct Supervisor of participant is the duty of Diane Robinson, Staff Services Analyst, Licensing and Certification.

11. a. State in detail what community need this project fulfill.
- b. Describe how the need was determined (i.e., site studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

11. e), b) & c)

Ongoing studies done by the Department of Licensing and Certification, as well as the mounting request from public services agencies, support the need to develop and maintain updated information regarding Departmental standards.

The goal of the Licensing and Certification Division is to ensure quality health care services to each patient throughout the state through enforcement of regulations regardless of a patient's economic status, background, race, age, or sex. To accomplish this goal, the Division develops and establishes standards for services to be provided by facilities. The Division utilizes professionals in all health disciplines. Standards developed by the Department are in a continual state of refinement based upon the latest scientific, professional, and humanistic knowledge and experience. The Department continually informs the public and providers of current quality of care standards. Therefore, the Health Facilities Policy and Procedure Manual is a high priority for this Division.

Micro Fiched

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

2 Professional

 Skilled

 Semi-Professional

 Unskilled

 Clerical

 Semi-Skilled

TOTAL 2

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The State building at 744 P Street in Sacramento is the headquarters of the Department of Health Services, is centrally located, and contains all facilities needed to efficiently execute the Department's policies and programs.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

14. The Department of Health Services has a Manpower Program Staff to insure the following:

1. Provide the CETA enrollee with work experience and training.
2. Train CETA enrollees in preparing for State civil service exams.
3. Monitor the State civil service exams and encourage CETA enrollees to apply for exams they may qualify for.
4. Make a concentrated effort to transition CETA enrollees into permanent positions, provided they perform satisfactorily and are reachable on an employment list.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	See Attachments		
II			
III			
VI			
TOTAL			

Micro Fiched

Comments:

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

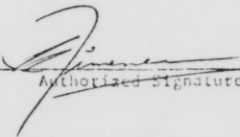
Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature

August 1, 1978

Date

Licensing and Certification Division
CETA Position

POSITION AND NUMBER DESIRED: One Staff Services Analyst

REQUESTED BY: Tom Richards, Chief, Operations Support Section
744 "F" Street, Room 684 Sacramento Telephone: 445-0190

PRIME SPONSOR AREA: Yolo County

JOB SITE: Sacramento

INCUMBENT: Jim Morgan

PROJECT TITLE: Health Facilities Policy and Procedure Manual Coordinator

DURATION OF PROJECT: Approximately 12 months

Micro Fiched

JOB DESCRIPTION:

Assisted by a Section Clerk, the incumbent will be responsible for editing, review, distribution, additions and revisions to the Manual. There will be extensive telephone contact with nine districts and three sub-offices regarding changes and updates to the Manual.

The incumbent will be also be assigned special analytical projects as the need arises.

STAFF SERVICES ANALYST, PSE

JOB DESCRIPTION:

Under general supervision and review, assists in gathering and analyzing data for a specific health program. Participates in preparation of recommendations and reports based on studies and surveys. Assists in meetings with other departments and local health agencies. Studies the principles and techniques used, and applies them in assigned phases of the work. Assists in coordinating departmental activities in technical and scientific developments, and trends related to health programs and services. Consults with professional and technical personnel and others, to give and secure necessary information.

DESIRABLE QUALIFICATIONS:

Micro Fiched

1. Completion of six semester units of college level training in a curriculum leading to a degree in Public Administration, Health Administration, Health Science, Social Sciences or a related field, and
2. Ability to gather and analyze data.
3. Effective speaking and writing abilities.
4. Capable of establishing and maintaining effective working relationships with others, and
5. Willing to do routine or detailed technical work.

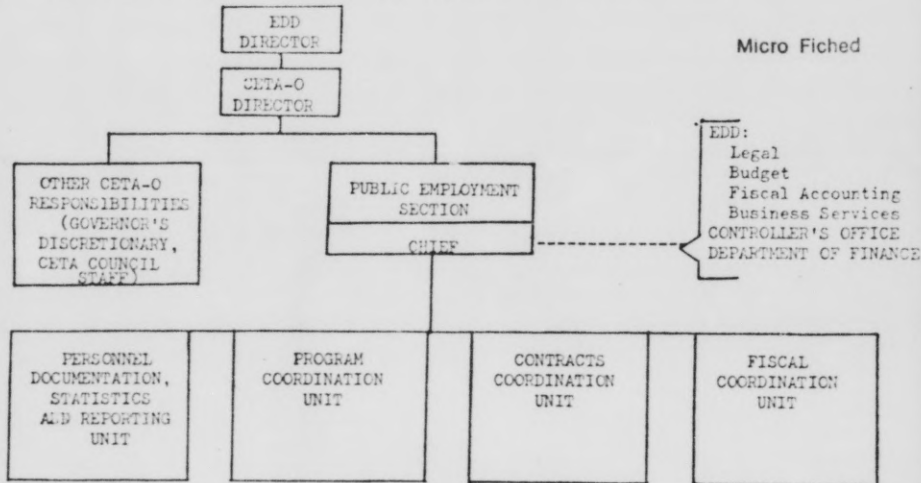
Medical Requirement: Medical Examination

PROGRAM ADMINISTRATION NARRATIVE
CETA TITLE II/VI PROGRAM
STATE OF CALIFORNIA - CETA OFFICE
PUBLIC EMPLOYMENT SECTION

ORGANIZATION AND MANAGEMENT

Subgrant agreements for CETA Title II/VI Public Service Employment and Title VI Special Projects for the State of California are administered by the State CETA Office of the Employment Development Department. CETA-O has been given executive authority to enter into agreements with CETA Prime Sponsors/Program Agents for Title II/VI funding for placement of participants in jobs with State departments in local Prime Sponsor areas.

Within the CETA Office, the Public Employment Section coordinates State department participation in the CETA II/VI programs statewide. The functions performed by this section include program and contracts coordination, personnel documentation, and statistical reporting. Additional support is provided by the the Legal, Budget, Fiscal Accounting, and Business Services Sections of EDD and by analysts in the State Controller's Office and the Department of Finance.



The Public Employment Section acts as a "broker" between State departments seeking PSE slots and the Prime Sponsor as funding source for those slots. A designated CETA coordinator in each department assesses the CETA-PSE needs for the department Statewide and presents the needs in the form of project or position requests for each Prime Sponsor area to the Public Employment Section. PES submits these project proposals or position requests, as funding becomes available, to the appropriate Prime Sponsor. If funding approval is obtained, the contract process begins.

SUBGRANT AGREEMENTS

Subgrant agreements are negotiated by the Public Employment Section and processed through EDD's Contract Coordination Group, subject to review by EDD's Legal and Fiscal Section.

Following completion of negotiation for positions and final execution of the subgrant agreement with the Prime Sponsor, the Public Employment Section enters into a non-financial agreement with each State department which has been allocated positions in the Prime Sponsor area. The agreement establishes the number and classifications of positions into which the department can hire.

ACCOUNTING, PAYROLLING AND INVOICING

The EDD Fiscal Division Fund Accounting Group is responsible for accounting for CETA monies received and paid out to participants.

Micro Fiched

Based on either a fully executed agreement or a Letter of Intent signed by an authorized representative of the Prime Sponsor/Program Agent, a Special Deposit Account is established by the State Controller's Office. Salary warrants for all PSE participants in that area are drawn on that account.

An initial cash advance is requested from the Prime Sponsor/Program Agent to establish the first month's payroll with invoicing thereafter on the basis of reimbursement for actual expenditures. The State CETA Office has utilized a limited amount of other federal CETA funds to establish an emergency fund from which payroll obligations can be met in the event that, in the opinion of the State CETA Office, an account shortage exists for a justifiable reason. Invoices are prepared and submitted within the first ten working days of the month following the pay period. Included with the invoice is a computer print-out which breaks down cost items by department, by Attendance Reporting Unit (ARU) and by participant, and specifies the CETA Prime Sponsor share and the State department share of each item.

PROGRAM/PROJECT OPERATION

Intake, Selection and Referral: Selection of eligible participants will be through job orders placed with EDD unless other local procedures have been established by individual Prime Sponsor/Program Agents. Participant eligibility will be determined by the local Employment Development Department field office and/or by intake units established locally by Prime Sponsors. The 48 hour veterans referral hold applies to all vacant positions. Significant segments will be selected and served in accordance with procedures and criteria established by the Department of Labor and mandated to the Employment Development Department and participating State departments and in accordance with local target groups as selected by Prime Sponsors.

Appointments: All appointments of PSE participants are made through the Public Employment Section's documentation unit. PSE participants are exempt appointees of the Governor's Office and are not subject to civil service examination procedures.

Classifications and Pay Rate: Jobs with State departments are in exempt classifications established by the Department of Finance for use in the PSE program. The classifications, duties and rates of compensation parallel those of similar civil service classifications used by the State. All positions are at entry level.

Fringe Benefits: Fringe benefits are granted under the same regulations and policies as those governing fringe benefits for regular employees. The following benefits and conditions apply:

Granted to all participants:

Worker's Compensation

Granted if appointment is expected to six months:

Social Security

Retirement (Optional for exempt employees)

Granted if appointment is expected to exceed nine months:

Health Benefits

All CETA/PSE participants are given an indefinite appointment, SUBJECT TO AVAILABILITY OF FUNDS. This gives participants eligibility for the State's Health Benefits Plan. The optional Retirement Benefit is strongly discouraged due to the temporary nature of the PSE appointment.

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Participant Orientation: Participants are provided with information about the terms of their PSE appointment along with a Statement of Rights and Privileges of PSE employees. Further orientation as to the department's function and structure is provided during the initial weeks of employment.

Transition: Participating State departments are encouraged to identify transitional possibilities within their agencies and to work with participants to enable them to be competitive on State civil service examinations.

GRIEVANCE PROCEDURE

Participants have access to and may avail themselves of grievance procedures currently in effect in the State departments in which they are employed. Should these procedures be exhausted without reaching resolution, the grievance will be referred to the CETA Office PSE administration for further disposition. The participant who is not satisfied with the decision will be informed of his/her right of appeal to the Prime Sponsor and will then use whatever informal hearing procedure has been established by the Prime Sponsor.

REPORTING AND MONITORING

Internal monitoring by the Public Employment Section of State department adherence to CETA Title II/VI intentions and regulations may be on an ongoing administrative basis and on a periodic "audit" basis. The CETA Office PSE Program Coordination Unit will be responsible for establishing the frequency and scope of internal monitoring. Prime Sponsors/Program Agents will be given full cooperation on both fiscal and personnel monitoring activities.

The Reporting Unit of the Public Employment Section maintains records on each participant in the program and reports client information as required by local policies and procedures. Client Information forms are completed on all participants. In areas where the Prime Sponsor/Program Agent requires a specific information or Intake form to be used, that form is also completed by the hiring department.

Client Information forms and/or summaries may either be compiled and submitted from the Sacramento based Public Employment Section MIS Unit or may be submitted locally from the hiring department to the Prime Sponsor or Program Agent. Accommodations to the Prime Sponsor/Program Agent's reporting needs will be made to the greatest extent possible. The Public Employment Section's Program Coordination Unit will work with the local program to establish satisfactory reporting and monitoring systems.

In several key areas, a participant has been hired locally as an outstationed employee of the Public Employment Section to act as a liaison between the State departments in the local area, the Prime Sponsor, and CETA Office. The primary role of the liaison is as a local source of participant transaction information. The liaison may also facilitate participation by PSE employees in workshops on job search and the civil service system.

PUBLIC SERVICE EMPLOYMENT AND EQUAL EMPLOYMENT OPPORTUNITY

Micro Fiched

Public Service Employment: CETA Title II/VI participants will be placed into meaningful jobs which perform a public service and which would not otherwise be accomplished. All State departments hiring Title II/VI participants will adhere to all CETA regulations, guidelines and assurances.

Equal Employment Opportunity: Departmental affirmative action and equal opportunity practices must conform to the guidelines of the State of California's master plan, a copy of which is available on request. Affirmative action policies and goals will apply in all hiring.

PUBLIC SERVICE EMPLOYMENT PROGRAM
RIGHTS AND PRIVILEGES OF NONCIVIL SERVICE EMPLOYEES

The position in which you have been hired is not part of the State Civil Service System. Please read the following information carefully and ask your supervisor or Personnel Office if you have further questions.

1. Job Status

As a noncivil service (except) employee you have been hired into a temporary position and your job could be terminated at any time depending on the availability of funds and other conditions of employment.

2. Exemptions

Exempt employees are hired without civil service examinations and in order to gain permanent employment with the state, you should apply for each open civil service examination for which you are qualified. Promotional examinations are not open to exempt employees.

Micro Fiched

3. Vacation Benefits

After six qualifying months of employment, you will have earned a day of vacation time with pay. However, paid vacation cannot be taken until the first working day after this six months has been earned, as your vacation benefits are equivalent to regular State civil service employees.

4. Sick Leave

After one qualifying month of employment you will be credited with one day of sick leave and one day for each qualifying month worked thereafter.

5. Personal Holiday

You are eligible for a personal holiday each calendar year.

6. Health Benefits

You are eligible to enroll in a health benefits plan with a State contribution toward the cost of the monthly insurance premium. Your personnel office will provide you with the Health Benefits Plan Enrollment Form as well as information on different insurance plans and your costs to enroll in a plan or your choice. You must choose to enroll or not to enroll within 60 days of appointment.

7. Unemployment Benefits

CEA-PSE exempt employees who have been employed during an appropriate base period are entitled to file unemployment insurance claims and may be eligible for benefits.

In the event of termination, contact your local Employment Development Department office for specific unemployment insurance information.

8. Retirement System

Retirement membership is optional. However, if you choose not to join, you can still have the time worked as an exempt employee credited to you if you become a regular civil service employee. You would then have the option to pay in your retirement contribution for the time you were employed as exempt. Social Security will be deducted.

9. Overtime

No overtime work is allowed unless your agency has been paid for overtime.

10. Salary Increases

Public Service Employment employees may be eligible for a salary increase after six months on the job (one year in some cases). There will be automatic if your job performance is up to standard. The credit earned in an exempt job can also be applied to time worked in a civil service position if you transfer into a regular civil service position at substantially the same level.

General salary increases will be considered for exempt PSB class salary rates.

11. Night Shift Pay

If your department assigns you to work evenings or nights, you will be eligible to receive night-shift differential.

12.. Accidents or Injuries

You are covered by Worker's Compensation Insurance in case you are injured on the job and cannot report to work. All accidents must be reported to your supervisor immediately.

Micro Fiched

13. Grievances and Disciplinary Procedures

The disciplinary procedures of your employing department will be applied in the same manner as for other employees of the department. You have access to the grievance procedures currently in effect and available through your supervisor on request. Should these procedures be exhausted without satisfactory resolution, the grievance may be referred to the CETA Civil Service Public Employment Section for further disposition.

If you have additional questions about your employment status, benefits or working conditions, please contact your supervisor or your departmental Personnel Office.

I understand my rights and privileges as an exempt Public Service Employment employee and agree to abide by the foregoing provisions.

☐ I elect to become a retirement member.

☐ I do not wish to become a retirement member at this time.

Signature of Exempt Employee

Date

Signature of Departmental Representative

STATE OF CALIFORNIA
CETA OFFICE
Public Employment Section

GRIEVANCE PROCEDURE FOR CETA/PSE PARTICIPANTS

The State CETA Office has no adjudication role in the grievance procedure outlined here. The CETA Office Public Employment Section acts only as a facilitator in aiding departments and individual complainants to follow the appropriate grievance and appeal procedures.

1. Filing a Grievance within the State Department

CETA Public Service Employment program participants are entitled to use the employee grievance procedure of the department in which they are employed. Such procedure should be used under the conditions and to the extent available to regular or civil service employees of the department, except that it does not include the right of appeal to the State Personnel Board.

Participants are informed of their grievance rights at the time of their appointment through the statement of "Rights and Privileges of Non-Civil Service Employees".

Micro Fiched

2. Right to Informal Hearing

Under Section 98.26 of the CETA regulations, the participant has the right to an informal hearing and a prompt determination of any issue which has not been resolved. In each Prime Sponsor area, informal hearing procedures have been established by the Prime Sponsor for the purpose of fulfilling this requirement of the Act.

3. Right of Appeal to Prime Sponsor

If the Departmental grievance procedures above are exhausted without a satisfactory resolution, the PSE participant has the right of appeal to the Prime Sponsor under whose funding the participant is employed. All such appeals will be submitted through the Public Employment Section of the State CETA Office. If an appeal is taken to this level, the grievance procedure in effect will be that established by the Prime Sponsor. The Public Employment Section will be responsible for providing the participant with the appropriate information for making contact with the Prime Sponsor.

PROPOSAL FORMAT

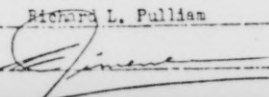
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FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Public Information System & Special Studies
Office of Statewide Health Planning
Organizational Name State CETA Office/ And Developing.
Organizational Address 711 N St, Public Employment Section, Sacto., Calif. 95814
Telephone Number (916) 322-7746
Director's Name Anthony J. Gutierrez
Person(s) to Contact Richard L. Pullian
Authorized Signature 

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: Office of Statewide Health Planning

2. Project Description (Positions must be in the Public Service Employment System)

a. What is the task to be performed? To develop a Public Information Micro Fiched Office Procedure Manual.

b. What are the expected results of this project? A manual guiding the dissemination of information.

c. What is the Public Service provided by this project? To provide the public with access to information about health facilities and planning process.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

To develop a Public Information Office Procedure Manual that includes the following:

- a. a resource index of news media throughout the State (approximately 30 Sacramento based and in each of 50 plus counties)
- b. an invoice procedure for incoming advertising bills (approximately 1000/year)
- c. a format for the preparation of news releases (approximately 200/year)
- d. a procedure for the distribution of news releases to wire services (approximately 3600/year)
- e. a procedure for notifying the public of community health planning hearings and health facilities certifications (approximately 240/year)
- f. a directory of all health related community organizations.

4. Budget

Total Personnel Costs (A & B) \$ 13,419

Attach itemized fringe benefits:

A. Salaries and Wages \$ 9,996B. Fringe Benefits \$ 3,423Total funds requested (Equals total personnel costs) \$ 13,419Total positions requested 1Average cost per position requested (total budget divided by
number of positions) \$ 13,419Complete the following information for each position requested.
Attach job description sheet for each job title listed.^a

Micro Fiched

<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Staff Services Analyst	833	282	9	10,035
	833	295	3	3,384

Duration of Projection

Estimated from 8-15-78 to 8-14-79^aAttach additional sheet if necessary.

PUBLIC SERVICE EMPLOYMENT BUDGET SUMMARY

Date: 8-1-78

Sponsor: Yolo County

Subgrantee:

State of California/Employment Development Dept.
 State CETA Office/Public Employment Section
 711 N Street
 Sacramento, CA. 95811

Title: Project VI

Term: 8-15-78 to 8-14-79

Position Classification	# of Pos.	Monthly CETA Con- tribution	Actual Monthly Wage Rate	Number of Months	Total Wage (B x C x D)
(A)	(B)	(C)	(D)	(E)	(F)
Difference between CETA Contribution and actual wage rate paid by the state agency.					
Staff Service Analyst, PSE	1	833	987	12	9,996
Micro Fiched					
TOTAL	1				9,996

G. Estimated 7.5% Cost of Living Increase from July 1, 1977.

N/A

H. Total Adjusted Wages (F + G)

\$ 9,996

Fringe Benefit Rates (H x %)

Social Security @ 6.05%

= 605

Worker's Compensation @ 5.81%

= 581

Health Benefits @ 6% (Optional Benefit)

= 600

Retirement @ 15.98% X \$7,497

= 1,198

@ 17.54% X 2,499

= 439

I. Total Fringe Benefits

\$ 3,423

GRAND TOTAL BUDGET (H+I)

\$ 13,419

*Salary increase after completion of six (6) months satisfactory performance.

5. Geographic area to be served by the Project: Yolo County

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐ Micro Fiched
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐



Authorized Signature
Larry Jimenez, Chief
Public Employment Section

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The State of California has been involved for many years in federally funded employment and training programs for the disadvantaged and long term unemployed and has maintained an excellent transition into regular civil service for all such programs.

8. Describe the experience/qualifications and assigned duties of the personnel who will be supervising the project.

The Supervising personnel for the CETA enrollees have been in State service for many years. These Supervisors have been involved in supervising numerous persons from previous CETA, Concilio New Careers, C.O.D., WIN, Rehabilitation, etc., funded programs. Supervisors would include senior clerks, office managers, auditors, to project chiefs.

Micro Fiched

9. List the members on your Board of Directors. Please include the secretary and employer of each member.

Board Member

Occupation and Employer

N/A

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

A. Project narrations and duty statement are included.

<u>Time Frame</u>	<u>Activity</u>	
one month	a. to develop a resource index of news media throughout the State	Micro Fiched
two months	b. to establish an invoice procedure for incoming advertising bills	
two months	c. to develop a format for the preparation of news releases	
two months	d. to write a procedure for the distribution of news releases throughout the State	
three months	e. to develop a procedure for notifying the public of community health planning hearings and health facilities certifications	
two months	f. to organize a directory of all health related community organizations.	
Total 12 months		

- C. Lola Acosta, Nurse Consultant III, is in charge of the project and will provide direct supervision to the trainee, Yolanda Perez.

11. a. State in detail what community need this project fulfills.
- b. Describe how this need was determined (i.e., site studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

- A. Increased public awareness of the health planning process is needed.
- B. State and federal law require a planning process that involves a cross section of consumers and health delivery providers.
- C. Consumers and providers are seeking to insure an adequate health delivery system that will be responsive to all segments of the community.

Micro Fiched

12. List the number of Non-GEWA full-time paid staff employed by your organization categorized as follows:

_____ Professional

_____ Skilled

_____ Semi-Professional

_____ Unskilled

_____ Clerical

_____ Semi-Skilled

TOTAL _____

Micro Fiched

Not applicable to State of California Departments

13. Describe the facilities where the Project will be located and how they were determined. Why do you feel these accommodations would be the best for your Project?

The state building at 714 P Street is the headquarters building for the Department of Health Services and Office of Statewide Health Planning. All decisions and information necessary to complete this project are located in this facility.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The Office of Statewide Health Planning has been authorized to accomplish the following:

1. Provide supervision for the CETA trainee with work experience and training duties.
2. The Public Information Office project is necessary in order to establish a communication network to keep the public informed of state health planning.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	See Attachments		
II			
III			
VI			
TOTAL			

Micro Fiched

Comments:

The State of California has sepearte agreements with Prime Sponsors and Program Agents. Statewide including Balance of State and Governor's discretionary funds

- b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
See Attachments			
TOTAL			

Micro Fiched

Comments:

The State of California has multiple source funding.

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

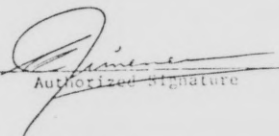
Your State of California Franchise Tax Board Extension

Micro Fiched

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

not applicable to State of California Departments

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature

July 31, 1978

Date

Proposal Format
For
Title VI Public Service Project Applications
Yolo County

Project Narrative:

The purpose of this project is to develop a procedure manual that describes a methodology for disseminating information about Office of Statewide Health Planning and Development activities. It is hoped that with this new project the public will be more informed as to the functions of the Office.

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Duty Statement:

Under direction prepares technical material for inclusion in a public information office procedure manual. The materials prepared will serve as news releases concerning the activities of the Office of Statewide Health Planning and Development. Other duties:

1. summarizes and interprets facts and trends shown in technical studies and reports;
2. writes articles which are adequate to the needs and interests of providers, consumers, and the general public.

Knowledge and Abilities:

Wide knowledge of: methods of presenting the results of research.

Working knowledge of: type, content, and form of articles required for publication by newspapers, magazines, and trade journals and the type of reading public normally served by these publications.

Familiarity with: research procedures in social and economic problems.

Skill in: interpretive writing; digesting, abstracting, and condensing technical reports and studies.

Ability to: interpret statistical charts, graphs, and tables; write articles which are adapted to the needs and interests of diverse groups; write good English; prepare news releases, radio scripts, addresses, and talks by public officials; write articles for publication.

Originality and tact.

Incumbent:

Yolanda Perez

CAPABILITY STATEMENT

During the past 18 months the Department of Health has initiated, on a pilot project basis, a series of unrelated inter-agency contracts to fund on-the-job training assignments.

COMPLETED CONTRACTS IN 1977/78

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- 1) WIN-COD Contract (9A00-262), funded training for 160 psychiatric Technicians, 11 Hospital Service Assistants, and 4 Clerks. Contract concludes 3/13/78. Transitioned: 112 participants. RECRUITMENT EMPHASIS: Bilingual AFDC Parents.
- 2) COD Contract (CO-181), funded training for 60 Psychiatric Technician Students and 14 Mechanical and Technical Occupational Trainees. Contract concluded 10/31/77. Transitioned: 58 participants. RECRUITMENT EMPHASIS: Disadvantaged.
- 3) Concillio-DOH Contract, funded training for 5 Administrative Interns. Transitioned: 4 participants. RECRUITMENT EMPHASIS: Ex-Offenders.
- 4) CO-01, Department of Rehabilitation Contract with SPB to fund training for 61 Hospital Services Assistant positions. Funding terminated December 1977. Transitioned: 45, 2 still in continued training under other funding. RECRUITMENT EMPHASIS: Mentally Retarded.

CONTRACTS IN EFFECT 1977/78

- 1) COD Contract (CO-JOB-22), funds training for 20 entry level administrative, technical and professional positions. Transitioned: 12 participants, 3 still in training. RECRUITMENT EMPHASIS: Ex-Offenders.
- 2) COD Contract (CO-JOB-32), funds training for 19 positions, Staff Services Analysts, Social Work Associates, Counselor Associates, 18 trainees currently appointed. RECRUITMENT EMPHASIS: Native Americans
- 3) COD Contract (CO-JOB-12), funds 40 positions, 5 special Qualifications Clerks, 35 Mechanical & Technical Occupational Trainees. All participants still in trainee positions. RECRUITMENT EMPHASIS: Mentally Retarded.
- 4) COD Contract (CO-JOB-16), funds 31 training positions, 10 Special Qualifications Clerks, 35 Mechanical & Technical Occupational Trainees. All participants still in trainee positions. RECRUITMENT EMPHASIS: Mentally Retarded.

- (5) Prime sponsors throughout the state funded the State Department of Health, using CETA Title VI funds for over 140 slots. More than 65% of the participants have transitioned to permanent employment in the state hospitals and field offices.
- (6) CETA Title VI Special Projects SYETA/DOH funded 30 positions, 24 were HSE IV slots. The Department has already transitioned 17 or 71% to permanent jobs. Of the other 6 HSE II slots, we have transitioned four or 66.67%.
- (7) Department of Health/Department of Rehabilitation Contract, funds training for 700 GTEs of varying length between April 1977 to June 30, 1978. RECRUITMENT EMPHASIS: Severely Disabled. 90% of these have been transitioned.
- (8) CO-JOB-12, funds 30 training positions for Medical Assistants and Medical Receptionists to be out stationed in Rural Health Clinics throughout California. All participants still in trainee positions. RECRUITMENT EMPHASIS: Minority candidates representative of the community served by the clinic.
- (9) Concilio/DOH Contract (76-57261), funds 6 positions, 1 programmer, 2 Data Technicians, 3 Key Data operators. Transitioned 100%.
- (10) Concilio/DOH Contract (77-5-677), funds trainee salaries for 5 Administrative Interns. RECRUITMENT EMPHASIS: (both 2410) Disadvantaged. Still in training.

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STAFF SERVICES ANALYST, PEE

JOB DESCRIPTION:

Under general supervision and review, assists in gathering and analyzing data for a specific health program. Participates in preparation of recommendations and reports based on studies and surveys. Assists in meetings with other departments and local health agencies. Studies the principles and techniques used, and applies them in assigned phases of the work. Assists in coordinating departmental activities in technical and scientific developments, and trends related to health programs and services. Consults with professional and technical personnel and others, to give and secure necessary information.

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DESIRABLE QUALIFICATIONS:

1. Completion of six semester units of college level training in a curriculum leading to a degree in Public Administration, Health Administration, Health Science, Social Sciences or a related field, and
2. Ability to gather and analyze data.
3. Effective speaking and writing abilities.
4. Capable of establishing and maintaining effective working relationships with others, and
5. Willing to do routine or detailed technical work.

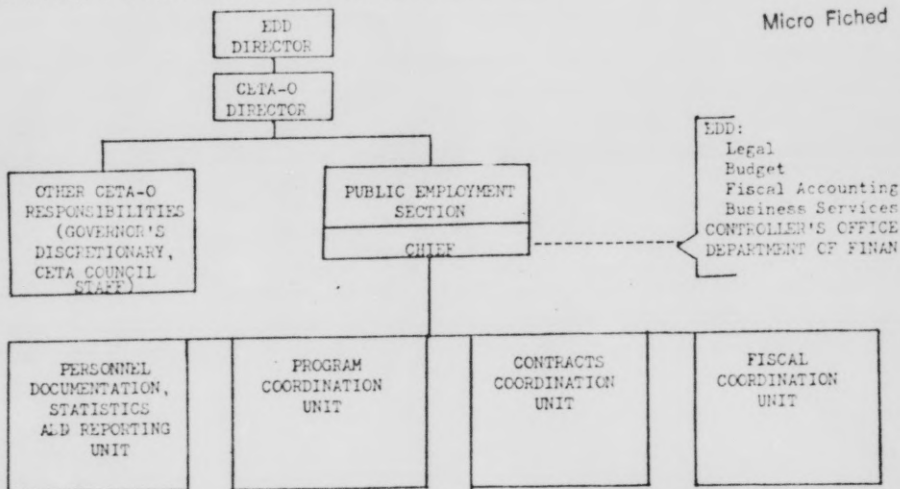
Medical Requirement: Medical Examination

PROGRAM ADMINISTRATION NARRATIVE
CETA TITLE II/VI PROGRAM
STATE OF CALIFORNIA - CETA OFFICE
PUBLIC EMPLOYMENT SECTION

ORGANIZATION AND MANAGEMENT

Subgrant agreements for CETA Title II/VI Public Service Employment and Title VI Special Projects for the State of California are administered by the State CETA Office of the Employment Development Department. CETA-O has been given executive authority to enter into agreements with CETA Prime Sponsors/Program Agents for Title II/VI funding for placement of participants in jobs with State departments in local Prime Sponsor areas.

Within the CETA Office, the Public Employment Section coordinates State department participation in the CETA II/VI programs statewide. The functions performed by this section include program and contracts coordination, personnel documentation, and statistical reporting. Additional support is provided by the the Legal, Budget, Fiscal Accounting, and Business Services Sections of EDD and by analysts in the State Controller's Office and the Department of Finance.



The Public Employment Section acts as a "broker" between State departments seeking PSE slots and the Prime Sponsor as funding source for those slots. A designated CETA coordinator in each department assesses the CETA-PSE needs for the department statewide and presents the needs in the form of project or position requests for each Prime Sponsor area to the Public Employment Section. PES submits these project proposals or position requests, as funding becomes available, to the appropriate Prime Sponsor. If funding approval is obtained, the contract process begins.

SUBGRANT AGREEMENTS

Subgrant agreements are negotiated by the Public Employment Section and processed through EDD's Contract Coordination Group, subject to review by EDD's Legal and Fiscal Section.

Following completion of negotiation for positions and final execution of the subgrant agreement with the Prime Sponsor, the Public Employment Section enters into a non-financial agreement with each State department which has been allocated positions in the Prime Sponsor area. The agreement establishes the number and classifications of positions into which the department can hire.

ACCOUNTING, PAYROLLING AND INVOICING

The EDD Fiscal Division Fund Accounting Group is responsible for accounting for CETA monies received and paid out to participants.

Based on either a fully executed agreement or a Letter of Intent signed by an authorized representative of the Prime Sponsor/Program Agent, a Special Deposit Account is established by the State Controller's Office. Salary warrants for all PSE participants in that area are drawn on that account.

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An initial cash advance is requested from the Prime Sponsor/Program Agent to establish the first month's payroll with invoicing thereafter on the basis of reimbursement for actual expenditures. The State CETA Office has utilized a limited amount of other federal CETA funds to establish an emergency fund from which payroll obligations can be met in the event that, in the opinion of the State CETA Office, an account shortage exists for a justifiable reason. Invoices are prepared and submitted within the first ten working days of the month following the pay period. Included with the invoice is a computer print-out which breaks down cost items by department, by Attendance Reporting Unit (ARU) and by participant, and specifies the CETA Prime Sponsor share and the State department share of each item.

PROGRAM/PROJECT OPERATION

Intake, Selection and Referral: Selection of eligible participants will be through job orders placed with EDD unless other local procedures have been established by individual Prime Sponsor/Program Agents. Participant eligibility will be determined by the local Employment Development Department field office and/or by intake units established locally by Prime Sponsors. The 48 hour veterans referral hold applies to all vacant positions. Significant segments will be selected and served in accordance with procedures and criteria established by the Department of Labor and mandated to the Employment Development Department and participating State departments and in accordance with local target groups as selected by Prime Sponsors.

Appointments: All appointments of PSE participants are made through the Public Employment Section's documentation unit. PSE participants are exempt appointees of the Governor's Office and are not subject to civil service examination procedures.

Classifications and Pay Rate: Jobs with State departments are in exempt classifications established by the Department of Finance for use in the PSE program. The classifications, duties and rates of compensation parallel those of similar civil service classifications used by the State. All positions are at entry level.

Fringe Benefits: Fringe benefits are granted under the same regulations and policies as those governing fringe benefits for regular employees. The following benefits and conditions apply:

Granted to all participants:

Worker's Compensation

Granted if appointment is expected to six months:

Social Security

Retirement (Optional for exempt employees)

Granted if appointment is expected to exceed nine months:

Health Benefits

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All CETA/PSE participants are given an indefinite appointment, SUBJECT TO AVAILABILITY OF FUNDS. This gives participants eligibility for the State's Health Benefits Plan. The optional Retirement Benefit is strongly discouraged due to the temporary nature of the PSE appointment.

Participant Orientation: Participants are provided with information about the terms of their PSE appointment along with a Statement of Rights and Privileges of PSE employees. Further orientation as to the department's function and structure is provided during the initial weeks of employment.

Transition: Participating State departments are encouraged to identify transitional possibilities within their agencies and to work with participants to enable them to be competitive on State civil service examinations.

GRIEVANCE PROCEDURE

Participants have access to and may avail themselves of grievance procedures currently in effect in the State departments in which they are employed. Should these procedures be exhausted without reaching resolution, the grievance will be referred to the CETA Office PSE administration for further disposition. The participant who is not satisfied with the decision will be informed of his/her right of appeal to the Prime Sponsor and will then use whatever informal hearing procedure has been established by the Prime Sponsor.

REPORTING AND MONITORING

Internal monitoring by the Public Employment Section of State department adherence to CETA Title II/VI intentions and regulations may be on an ongoing administrative basis and on a periodic "audit" basis. The CETA Office PSE Program Coordination Unit will be responsible for establishing the frequency and scope of internal monitoring. Prime Sponsors/Program Agents will be given full cooperation on both fiscal and personnel monitoring activities.

The Reporting Unit of the Public Employment Section maintains records on each participant in the program and reports client information as required by local policies and procedures. Client Information forms are completed on all participants. In areas where the Prime Sponsor/Program Agent requires a specific information or Intake form to be used, that form is also completed by the hiring department.

Client Information forms and/or summaries may either be compiled and submitted from the Sacramento based Public Employment Section MIS Unit or may be submitted locally from the hiring department to the Prime Sponsor or Program Agent. Accommodations to the Prime Sponsor/Program Agent's reporting needs will be made to the greatest extent possible. The Public Employment Section's Program Coordination Unit will work with the local program to establish satisfactory reporting and monitoring systems.

In several key areas, a participant has been hired locally as an outstationed employee of the Public Employment Section to act as a liaison between the State departments in the local area, the Prime Sponsor, and CETA Office. The primary role of the liaison is as a local source of participant transaction information. The liaison may also facilitate participation by PSE employees in workshops on job search and the civil service system.

PUBLIC SERVICE EMPLOYMENT AND EQUAL EMPLOYMENT OPPORTUNITY

Micro Fiched

Public Service Employment: CETA Title II/VI participants will be placed into meaningful jobs which perform a public service and which would not otherwise be accomplished. All State departments hiring Title II/VI participants will adhere to all CETA regulations, guidelines and assurances.

Equal Employment Opportunity: Departmental affirmative action and equal opportunity practices must conform to the guidelines of the State of California's master plan, a copy of which is available on request. Affirmative action policies and goals will apply in all hiring.

STATE OF CALIFORNIA
CETA OFFICE
Public Employment Section

GRIEVANCE PROCEDURE FOR CETA/PSE PARTICIPANTS

The State CETA Office has no adjudication role in the grievance procedure outlined here. The CETA Office Public Employment Section acts only as a facilitator in aiding departments and individual complainants to follow the appropriate grievance and appeal procedures.

1. Filing a Grievance Within the State Department

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CETA Public Service Employment program participants are entitled to use the employee grievance procedure of the department in which they are employed. Such procedure should be used under the conditions and to the extent available to regular or civil service employees of the department, except that it does not include the right of appeal to the State Personnel Board.

Participants are informed of their grievance rights at the time of their appointment through the statement of "Rights and Privileges of Non-Civil Service Employees".

2. Right to Informal Hearing

Under Section 98.26 of the CETA regulations, the participant has the right to an informal hearing and a prompt determination of any issue which has not been resolved. In each Prime Sponsor area, informal hearing procedures have been established by the Prime Sponsor for the purpose of fulfilling this requirement of the Act.

3. Right of Appeal to Prime Sponsor

If the Departmental grievance procedures above are exhausted without a satisfactory resolution, the PSE participant has the right of appeal to the Prime Sponsor under whose funding the participant is employed. All such appeals will be submitted through the Public Employment Section of the State CETA Office. If an appeal is taken to this level, the grievance procedure in effect will be that established by the Prime Sponsor. The Public Employment Section will be responsible for providing the participant with the appropriate information for making contact with the Prime Sponsor.

PUBLIC SERVICE EMPLOYMENT PROGRAM
RIGHTS AND PRIVILEGES OF NONCIVIL SERVICE EMPLOYEES

The position in which you have been hired is not part of the State Civil Service System. Please read the following information carefully and ask your supervisor or Personnel Office if you have further questions.

1. Job Status

As a noncivil service (exempt) employee you have been hired into a temporary position and your job could be terminated at any time depending on the availability of funds and other conditions of employment.

2. Examinations

Exempt employees are hired without civil service examinations and in order to gain permanent employment with the State, you should apply for each open civil service examination for which you are qualified. Promotional examinations are not open to exempt employees.

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3. Vacation Benefits

After six qualifying months of employment, you will have earned 5 days' vacation time with pay. However, paid vacation cannot be taken until the first working day after this six months has been served, as your vacation benefits are equivalent to regular State civil service employees.

4. Sick Leave

After one qualifying month of employment you will be credited with one day of sick leave and one day for each qualifying month worked thereafter.

5. Personal Holiday

You are eligible for a personal holiday each calendar year.

6. Health Benefits

You are eligible to enroll in a health benefits plan with a State contribution toward the cost of the monthly insurance premium. Your personnel office will provide you with the Health Benefits Plan Enrollment Form as well as information on different insurance plans and your costs to enroll in a plan of your choice. You must choose to enroll or not to enroll within 60 days of appointment.

7. Unemployment Benefits

CETA-PSE exempt employees who have been employed during an appropriate base period are entitled to file unemployment insurance claims and may be eligible for benefits.

In the event of termination, contact your local Employment Development Department office for specific unemployment insurance information.

8. Retirement System

Retirement membership is optional. However, if you choose not to join, you can still have the time worked as an exempt employee credited to you if you become a regular civil service employee. You would then have the option to pay in your retirement contribution for the time you were employed as exempt. Social Security will be deducted.

9. Overtime

No overtime work is allowed unless your agency has been funded for overtime.

10. Salary Increases

Public Service Employment employees may be eligible for a salary increase after six months on the job (one year in some classes). These will be automatic if your job performance is up to standard. The credit earned in an exempt job can also be applied to time worked in a civil service position if you transfer into a regular civil service position at substantially the same level.

General salary increases will be considered for exempt PSE class salary rates.

11. Night Shift Pay

If your department assigns you to work evenings or nights, you will be eligible to receive night-shift differential.

12. Accidents or Injuries

You are covered by Worker's Compensation Insurance in case you are injured on the job and cannot report to work. All accidents must be reported to your supervisor immediately.

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13. Grievances and Disciplinary Procedures

The disciplinary procedures of your employing department will be applied in the same manner as for other employees of the department. You have access to the grievance procedures currently in effect and available through your supervisor on request. Should these procedures be exhausted without satisfactory resolution, the grievance may be referred to the CETA Office Public Employment Section for further disposition.

If you have additional questions about your employment status, benefits or working conditions, please contact your supervisor or your departmental Personnel Office.

I understand my rights and privileges as an exempt Public Service Employment employee and agree to abide by the foregoing provisions.

☐ I elect to become a retirement member.

☐ I do not wish to become a retirement member at this time.

Signature of Exempt Employee

Date

Signature of Departmental Representative

PROPOSAL FORMAT

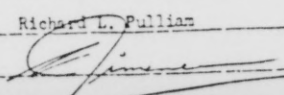
FOR

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TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

YOLO COUNTY

C

Project Name Personnel Services Delivery System
Organizational Name State CITA Office/Calif. Department of Mental Health
Organizational Address 711 N Street, Public Employment Section, Sacto, Calif. 95814
Telephone Number (916) 322-7746
Director's Name Anthony J. Gutierrez
Person(s) to Contact Richard L. Pulliam
Authorized Signature 

1. Type of Organization

State: California Department of Mental Health

2. Project Description (Positions must be in the Public Service Employment mode)

- a. What is the task to be performed?
Coordination between State Personnel Board, Department of Rehabilitation, State CETA office, state hospitals and field offices in the placement of approximately 179 economically disadvantaged persons.
- b. What are the expected results of this project?
Successful placement of up to 179 economically disadvantaged persons funded from various sources and a closer approach to parity in the employment of minorities.
- c. What is the public service provided by this project?
The above stated object provides a public service by providing employment opportunities to the economically disadvantaged, underemployed and unemployed at various areas of the state thus reducing welfare rolls. The person so employed will indirectly support the delivery of health care services to the general public throughout the state.

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3. Describe concisely the Project (Task) and the activities necessary to accomplish it.

This project will provide a person who will be instrumental in the placement, maintenance, and monitoring of approximately 20 COD persons at the State Hospitals under the Department of Mental Health and in writing 10 CETA proposals involving 179 positions for Atascadero State Hospital, Metropolitan State Hospital, Bakersfield, Eureka, Napa, Santa Monica, Santa Rosa, Southgate, Stockton, and West San Fernando Valley. The proposal writing and placement coordination will be completed during the one year allotted to the project.

- a. Could the project be accomplished with other funds if CETA funds were not available?
No. Due to the temporary hiring freeze, no other funds are available to provide a staff person at headquarters to accomplish the stated tasks. State Hospitals are exempt from the hiring freeze and therefore will be able to hire the disadvantaged persons from across the state.

Date: 8-1-78

Sponsor: Yolo County

Subgrantee:

State of California/Employment Development Dept
 State CITA Office/Public Employment Section
 711 N Street
 Sacramento, CA. 95811

Title: Project VI

Term: 8-15-78 to 8-14-79

Position Classification	# of Pos.	Monthly CITA Con- tribution	Actual Monthly Wage Rate	Number of Months	Total Wag (B x C x D)
(A)	(B)	(C)	(D)	(E)	(F)
Difference between CITA Contribution and actual wage rate paid by the state agency.					
Staff Service Analyst, PSE	1	833	987	12	9,996
Micro Fiched					
TOTAL	1				9,996

G. Estimated 7.5% Cost of Living Increase from July 1, 1979.

N/A

H. Total Adjusted Wages (F + G)

\$ 9,996

Fringe Benefit Rates (H x %)

Social Security @ 6.05%

= 605

Worker's Compensation @ 5.81%

= 581

Health Benefits @ 6% (Optional Benefit)

= 600

Retirement @ 15.98% X \$7,497

= 1,198

@ 17.54% X 2,499

= 439

I. Total Fringe Benefits

\$ 3,423

GRAND TOTAL BUDGET (H + I)

\$ 13,419

*Salary increase after completion of six (6) months satisfactory performance.

4. Budget

Total Personnel Costs (A & B) \$ 13,419
 Attach itemized fringe benefits:

A. Salaries and Wages \$ 9,996

B. Fringe Benefits \$ 3,423

Total funds requested (Equals total personnel costs) \$ 13,419

Total positions requested 1

Average cost per position requested (total budget divided by number of positions) \$ 13,419

Complete the following information for each position requested.
 Attach job description sheet for each job title listed."

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<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Staff Services Analyst	833	282	9	10,035
	833	295	3	3,384

Duration of Projection

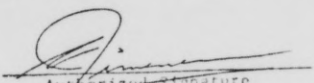
Estimated from 8-15-78 to 8-14-79

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: Yolo County

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐ **Micro Fiched**
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐


Authorized Signature

Larry Jimenez, Chief
Public Employment Section
CETA Office

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The State of California has been involved for many years in Federally funded Employment and training programs for the disadvantaged and long term unemployed and has maintained an excellent transition into regular civil service for all such programs.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The Supervising personnel for the CETA enrollees have been in State service for many years. These Supervisors have been involved in supervising numerous persons from previous CETA, Concilio New Careers, C.O.D., WIN, Rehab., etc. funded programs. Supervisors would include senior clerks, office managers, auditors, to project chiefs.

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9. List the members on your Board of Directors. Please include the occupation and employer of each member.

Board Member

Occupation and Employer

N/A

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).
- a. Project narration has been included (see page 2)
- b. Any vacancies in the COD positions will be filled during their first 90 days of the project. The ten CETA proposals will be written throughout the year and completed by the termination of the project.
- c. Martin Veal, Staff Services Manager III, is in charge of the project and will provide supervision for the CETA employee.

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11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

- a. The staffing which this project provides will make possible opportunities for economically disadvantaged persons to apply for some of the specially funded programs, e.g. COD, COD-WIN, COD-DR, within the Department of Mental Health.
- b. Based on a January 1978 report from the Employment Development Department, seven percent of the population of the State of California has inadequate skills for employment and is unemployed or underemployed.
- c. The Employment Development Department has stated that the welfare recipient, the unemployed, the underemployed, and the disabled are of primary concern in terms of providing employment opportunities.

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12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

_____ Professional

_____ Skilled

_____ Semi-Professional

_____ Unskilled

_____ Clerical

_____ Semi-Skilled

TOTAL _____

Not applicable to State of California Departments

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The State building at 744 P Street in Sacramento is the headquarters of the Department of Mental Health, is centrally located, and contains all facilities needed to efficiently execute the Department's policies and programs.

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14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The Department of Mental Health has a Manpower Program Staff to insure the following:

1. Provide the CETA enrollee with work experience and training.
2. Train CETA enrollees in preparing for State civil service exams.
3. Monitor the State civil service exams and encourage CETA enrollees to apply for exams they may qualify for.
4. Make a concentrated effort to transition CETA enrollees into permanent positions, provided they perform satisfactorily and are reachable on an employment list.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I	See Attachments		
II			
III			
VI			
TOTAL			

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Comments:

The State of California has separate agreements with Prime Sponsors and Program Agents Statewide including Balance of State and Governor's Discretionary Funds.

PROJECT TITLE:

Personnel Services Delivery

PROJECT NARRATIVE: The department will develop specific plans of action to assure equal employment opportunity without discrimination because of sex, race, color, age, religion, national origin, disability or ancestry. This one-year project will implement a state-wide hiring system for the disadvantaged, underemployed and unemployed under various training funds for the purpose of providing better community care for the patients in the state hospital system.

PRIME SPONSOR AREA:

Yolo County

JOB SITE:

Sacramento

SALARY:

STAFF SERVICE ANALYST, PSE

Micro Fiched

JOB DESCRIPTION: This person will continue to assist in the office of Affirmative Action, Hospital Operations, and Program Development. The primary responsibilities include to research, compile, and analyze information and report on staffing surveys; and to prepare oral and written reports.

The specific duties include review and analysis of new contract proposals, fiscal management of on-going contracts, program monitoring and evaluation, on-site visits to local communities to provide technical assistance and coordination of employment service efforts.

The analyst will also be involved in assisting development of Manpower Reports for the state hospitals; working on the Staffing Standard Printouts, Special Manpower training funds, and attending Hospital Executive Directors and Administrator's meetings.

Requested by Martin Veal, Chief
Personnel Management Section
Department of Mental Health

Incumbent: Parks, Donald

ATTACHMENTS

A. Recruitment

1. The Contractor shall recruit in Yolo County. The Contractor shall do recruitment by the following method: All participants will be screened by the Yolo County MOVE Project for eligibility, and the Department of Mental Health will further check for CETA eligibility.

B. Intake, Certification and Assessment

1. The Contractor shall intake, certify, and assess the applicants for CETA training by the following methods: The Yolo County MOVE Project has an excellent history of doing intake, certifying, and assessing applicants for CETA programs. The Department of Mental Health will further set up supervisory oral panels to screen the applicants for their feasibility of success in the program.

C. Counseling

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The Department of Mental Health shall provide counseling to all participants relating to job capabilities and proficiencies, and various situations concerning the participants' successful completion of the training program. The Department will provide one experienced (1) supervisor to each five (5) trainees, thus enabling the supervisor to work on individual counseling problems as they arise.

D. Supportive Services

All participants shall as necessary, be referred to State of California Agencies and Community Agencies which can provide additional needed supportive services.

E. Follow-up

The Department of Mental Health agrees to monthly informal on-the-job training evaluation by Yolo CETA personnel.

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

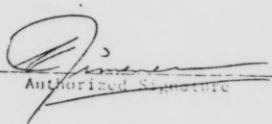
Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

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I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature

July 31, 1978

Date

CAPABILITY STATEMENT

During the past 18 months the Department of Health has initiated, on a pilot project basis, a series of unrelated inter-agency contracts to fund on-the-job training assignments.

COMPLETED CONTRACTS IN 1977/78

- 1) WIN-COD Contract (9-CO-262), funded training for 160 psychiatric Technicians, 11 Hospital Service Assistants, and 4 Clerks. Contract concludes 3/13/78. Transitioned: 112 participants.
RECRUITMENT EMPHASIS: Bilingual AFSC Parents.
- 2) COD Contract (CO-181), funded training for 60 Psychiatric Technician Students and 14 Mechanical and Technical Occupational Trainees. Contract concluded 10/31/77. Transitioned: 58 participants. RECRUITMENT EMPHASIS: Disadvantaged.
- 3) Concillio-DCH Contract, funded training for 5 Administrative Interns. Transitioned: 4 participants. RECRUITMENT EMPHASIS: Ex-Offenders. Micro Fiched
- 4) CO-01, Department of Rehabilitation Contract with SPB to fund training for 61 Hospital Services Assistant positions. Funding terminated December 1977. Transitioned: 45, 2 still in continued training under other funding.
RECRUITMENT EMPHASIS: Mentally Retarded.

CONTRACTS IN EFFECT 1977/78

- 1) COD Contract (CO-JOB-22), funds training for 20 entry level administrative, technical and professional positions. Transitioned: 12 participants, 3 still in training. RECRUITMENT EMPHASIS: Ex-Offenders.
- 2) COD Contract (CO-JOB-32), funds training for 19 positions, Staff Services Analysts, Social Work Associates, Counselor Associates, 18 trainees currently appointed. RECRUITMENT EMPHASIS: Native Americans
- 3) COD Contract (CO-JOB-12), funds 40 positions, 5 special Qualifications Clerks, 35 Mechanical & Technical Occupational Trainees. All participants still in trainee positions. RECRUITMENT EMPHASIS: Mentally Retarded.
- 4) COD Contract (CO-JOB-16), funds 31 training positions, 10 Special Qualifications Clerks, 35 Mechanical & Technical Occupational Trainees. All participants still in trainee positions. RECRUITMENT EMPHASIS: Mentally Retarded.

- (5) Prime sponsors throughout the state funded the State Department of Health, using DOTA Title VI funds for over 140 slots. More than 45% of the participants have transitioned to permanent employment in the state hospitals and field offices.
- (6) CDCA Title VI Special Projects CYSTA/DOH funded 30 positions, 24 were RHC II slots. The Department has already transitioned 17 or 74% to permanent jobs. Of the other 6 RHC II slots, we have transitioned four or 66.67%.
- (7) Department of Health/Department of Rehabilitation Contract, funds training for 700 LWTS, of varying lengths between April 1977 to June 30, 1978. COMMITMENT EMPHASIS: Severely Disabled. 90% of these have been transitioned.
- (8) CO-3000-10, funds 30 training positions for Medical Assistants and Medical Receptionists to be out stationed in Rural Health Clinics throughout California. All participants still in trainee positions. COMMITMENT EMPHASIS: Minority candidates representative of the community served by the clinic.
- (9) Concilio/DOH Contract (76-57591), funds 6 positions, 1 programmer, 2 Data Technicians, 3 Key Data operators. Transitioned 100%.
- (10) Concilio/DOH Contract (77-54672), funds trainee salaries for 5 Administrative Interns. COMMITMENT EMPHASIS: (both 9410) Disadvantaged. Still in training.

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STAFF SERVICES ANALYST, PDE

JOB DESCRIPTION:

Under general supervision and review, assists in gathering and analyzing data for a specific health program. Participates in preparation of recommendations and reports based on studies and surveys. Assists in meetings with other departments and local health agencies. Studies the principles and techniques used, and applies them in assigned phases of the work. Assists in coordinating departmental activities in technical and scientific developments, and trends related to health programs and services. Consults with professional and technical personnel and others, to give and secure necessary information.

DESIRABLE QUALIFICATIONS:

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1. Completion of six semester units of college level training in a curriculum leading to a degree in Public Administration, Health Administration, Health Science, Social Sciences or a related field, and
2. Ability to gather and analyze data.
3. Effective speaking and writing abilities.
4. Capable of establishing and maintaining effective working relationships with others, and
5. Willing to do routine or detailed technical work.

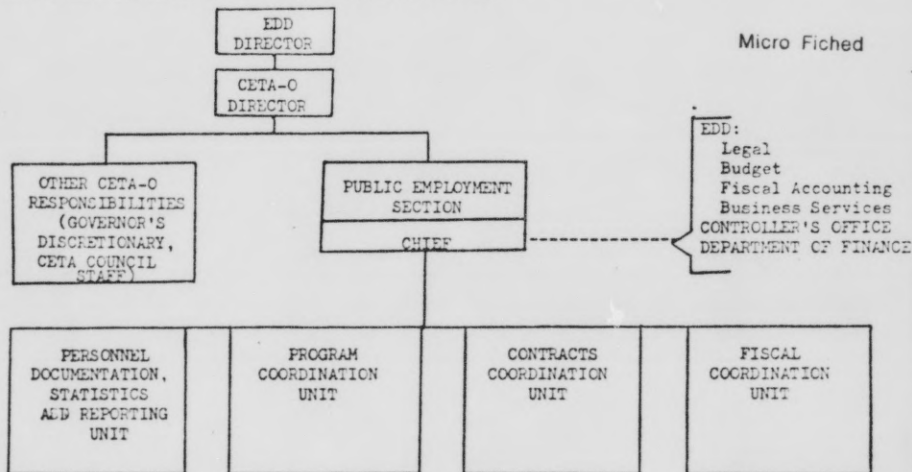
Medical Requirement: Medical Examination

PROGRAM ADMINISTRATION NARRATIVE
CETA TITLE II/VI PROGRAM
STATE OF CALIFORNIA - CETA OFFICE
PUBLIC EMPLOYMENT SECTION

ORGANIZATION AND MANAGEMENT

Subgrant agreements for CETA Title II/VI Public Service Employment and Title VI Special Projects for the State of California are administered by the State CETA Office of the Employment Development Department. CETA-O has been given executive authority to enter into agreements with CETA Prime Sponsors/Program Agents for Title II/VI funding for placement of participants in jobs with State departments in local Prime Sponsor areas.

Within the CETA Office, the Public Employment Section coordinates State department participation in the CETA II/VI programs statewide. The functions performed by this section include program and contracts coordination, personnel documentation, and statistical reporting. Additional support is provided by the the Legal, Budget, Fiscal Accounting, and Business Services Sections of EDD and by analysts in the State Controller's Office and the Department of Finance.



The Public Employment Section acts as a "broker" between State departments seeking PSE slots and the Prime Sponsor as funding source for those slots. A designated CETA coordinator in each department assesses the CETA-PSE needs for the department Statewide and presents the needs in the form of project or position requests for each Prime Sponsor area to the Public Employment Section. PES submits these project proposals or position requests, as funding becomes available, to the appropriate Prime Sponsor. If funding approval is obtained, the contract process begins.

SUBGRANT AGREEMENTS

Subgrant agreements are negotiated by the Public Employment Section and processed through EDD's Contract Coordination Group, subject to review by EDD's Legal and Fiscal Section.

Following completion of negotiation for positions and final execution of the subgrant agreement with the Prime Sponsor, the Public Employment Section enters into a non-financial agreement with each State department which has been allocated positions in the Prime Sponsor area. The agreement establishes the number and classifications of positions into which the department can hire.

ACCOUNTING, PAYROLLING AND INVOICING

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The EDD Fiscal Division Fund Accounting Group is responsible for accounting for CETA monies received and paid out to participants.

Based on either a fully executed agreement or a Letter of Intent signed by an authorized representative of the Prime Sponsor/Program Agent, a Special Deposit Account is established by the State Controller's Office. Salary warrants for all PSE participants in that area are drawn on that account.

An initial cash advance is requested from the Prime Sponsor/Program Agent to establish the first month's payroll with invoicing thereafter on the basis of reimbursement for actual expenditures. The State CETA Office has utilized a limited amount of other federal CETA funds to establish an emergency fund from which payroll obligations can be met in the event that, in the opinion of the State CETA Office, an account shortage exists for a justifiable reason. Invoices are prepared and submitted within the first ten working days of the month following the pay period. Included with the invoice is a computer print-out which breaks down cost items by department, by Attendance Reporting Unit (ARU) and by participant, and specifies the CETA Prime Sponsor share and the State department share of each item.

PROGRAM/PROJECT OPERATION

Intake, Selection and Referral: Selection of eligible participants will be through job orders placed with EDD unless other local procedures have been established by individual Prime Sponsor/Program Agents. Participant eligibility will be determined by the local Employment Development Department field office and/or by intake units established locally by Prime Sponsors. The 48 hour veterans referral hold applies to all vacant positions. Significant segments will be selected and served in accordance with procedures and criteria established by the Department of Labor and mandated to the Employment Development Department and participating State departments and in accordance with local target groups as selected by Prime Sponsors.

Appointments: All appointments of PSE participants are made through the Public Employment Section's documentation unit. PSE participants are exempt appointees of the Governor's Office and are not subject to civil service examination procedures.

Classifications and Pay Rate: Jobs with State departments are in exempt classifications established by the Department of Finance for use in the PSE program. The classifications, duties and rates of compensation parallel those of similar civil service classifications used by the State. All positions are at entry level.

Fringe Benefits: Fringe benefits are granted under the same regulations and policies as those governing fringe benefits for regular employees. The following benefits and conditions apply:

Granted to all participants:

Worker's Compensation

Granted if appointment is expected to six months:

Social Security

Retirement (Optional for exempt employees)

Granted if appointment is expected to exceed nine months:

Health Benefits

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All CETA/PSE participants are given an indefinite appointment, SUBJECT TO AVAILABILITY OF FUNDS. This gives participants eligibility for the State's Health Benefits Plan. The optional Retirement Benefit is strongly discouraged due to the temporary nature of the PSE appointment.

Participant Orientation: Participants are provided with information about the terms of their PSE appointment along with a Statement of Rights and Privileges of PSE employees. Further orientation as to the department's function and structure is provided during the initial weeks of employment.

Transition: Participating State departments are encouraged to identify transitional possibilities within their agencies and to work with participants to enable them to be competitive on State civil service examinations.

GRIEVANCE PROCEDURE

Participants have access to and may avail themselves of grievance procedures currently in effect in the State departments in which they are employed. Should these procedures be exhausted without reaching resolution, the grievance will be referred to the CETA Office PSE administration for further disposition. The participant who is not satisfied with the decision will be informed of his/her right of appeal to the Prime Sponsor and will then use whatever informal hearing procedure has been established by the Prime Sponsor.

REPORTING AND MONITORING

Internal monitoring by the Public Employment Section of State department adherence to CETA Title II/VI intentions and regulations may be on an ongoing administrative basis and on a periodic "audit" basis. The CETA Office PSE Program Coordination Unit will be responsible for establishing the frequency and scope of internal monitoring. Prime Sponsors/Program Agents will be given full cooperation on both fiscal and personnel monitoring activities.

The Reporting Unit of the Public Employment Section maintains records on each participant in the program and reports client information as required by local policies and procedures. Client Information forms are completed on all participants. In areas where the Prime Sponsor/Program Agent requires a specific information or Intake form to be used, that form is also completed by the hiring department.

Client Information forms and/or summaries may either be compiled and submitted from the Sacramento based Public Employment Section MIS Unit or may be submitted locally from the hiring department to the Prime Sponsor or Program Agent. Accommodations to the Prime Sponsor/Program Agent's reporting needs will be made to the greatest extent possible. The Public Employment Section's Program Coordination Unit will work with the local program to establish satisfactory reporting and monitoring systems.

In several key areas, a participant has been hired locally as an outstationed employee of the Public Employment Section to act as a liaison between the State departments in the local area, the Prime Sponsor, and CETA Office. The primary role of the liaison is as a local source of participant transaction information. The liaison may also facilitate participation by PSE employees in workshops on job search and the civil service system.

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PUBLIC SERVICE EMPLOYMENT AND EQUAL EMPLOYMENT OPPORTUNITY

Public Service Employment: CETA Title II/VI participants will be placed into meaningful jobs which perform a public service and which would not otherwise be accomplished. All State departments hiring Title II/VI participants will adhere to all CETA regulations, guidelines and assurances.

Equal Employment Opportunity: Departmental affirmative action and equal opportunity practices must conform to the guidelines of the State of California's master plan, a copy of which is available on request. Affirmative action policies and goals will apply in all hiring.

PUBLIC SERVICE EMPLOYMENT PROGRAM
RIGHTS AND PRIVILEGES OF NONCIVIL SERVICE EMPLOYEES

The position in which you have been hired is not part of the State Civil Service System. Please read the following information carefully and ask your supervisor or Personnel Office if you have further questions.

1. Job Status

As a noncivil service (exempt) employee you have been hired into a temporary position and your job could be terminated at any time depending on the availability of funds and other conditions of employment.

2. Examinations

Exempt employees are hired without civil service examinations and in order to gain permanent employment with the State, you should apply for each open civil service examination for which you are qualified. Promotional examinations are not open to exempt employees.

3. Vacation Benefits

After six qualifying months of employment, you will have earned 5 days' vacation time with pay. However, paid vacation cannot be taken until the first working day after this six months has been served, as your vacation benefits are equivalent to regular State civil service employees.

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4. Sick Leave

After one qualifying month of employment you will be credited with one day of sick leave and one day for each qualifying month worked thereafter.

5. Personal Holiday

You are eligible for a personal holiday each calendar year.

6. Health Benefits

You are eligible to enroll in a health benefits plan with a State contribution toward the cost of the monthly insurance premium. Your personnel office will provide you with the Health Benefits Plan Enrollment Form as well as information on different insurance plans and your costs to enroll in a plan of your choice. You must choose to enroll or not to enroll within 60 days of appointment.

7. Unemployment Benefits

CEFA-PSE exempt employees who have been employed during an appropriate base period are entitled to file unemployment insurance claims and may be eligible for benefits.

In the event of termination, contact your local Employment Development Department office for specific unemployment insurance information.

8. Retirement System

Retirement membership is optional. However, if you choose not to join, you can still have the time worked as an exempt employee credited to you if you become a regular civil service employee. You would then have the option to pay in your retirement contribution for the time you were employed as exempt. Social Security will be deducted.

9. Overtime
No overtime work is allowed unless your agency has been funded for overtime.
10. Salary Increases
Public Service Employment employees may be eligible for a salary increase after six months on the job (one year in some classes). These will be automatic if your job performance is up to standard. The credit earned in an exempt job can also be applied to time worked in a civil service position if you transfer into a regular civil service position at substantially the same level.

General salary increases will be considered for exempt PSE class salary rates.

11. Night Shift Pay
If your department assigns you to work evenings or nights, you will be eligible to receive night-shift differential.
12. Accidents or Injuries
You are covered by Worker's Compensation Insurance in case you are injured on the job and cannot report to work. All accidents must be reported to your supervisor immediately.

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13. Grievances and Disciplinary Procedures
The disciplinary procedures of your employing department will be applied in the same manner as for other employees of the department. You have access to the grievance procedures currently in effect and available through your supervisor on request. Should these procedures be exhausted without satisfactory resolution, the grievance may be referred to the CETA Office Public Employment Section for further disposition.

If you have additional questions about your employment status, benefits or working conditions, please contact your supervisor or your departmental Personnel Office.

I understand my rights and privileges as an exempt Public Service Employment employee and agree to abide by the foregoing provisions.

☐ I elect to become a retirement member.

☐ I do not wish to become a retirement member at this time.

Signature of Exempt Employee

Date

Signature of Departmental Representative

STATE OF CALIFORNIA
CETA OFFICE
Public Employment Section

GRIEVANCE PROCEDURE FOR CETA/PSE PARTICIPANTS

The State CETA Office has no adjudication role in the grievance procedure outlined here. The CETA Office Public Employment Section acts only as a facilitator in aiding departments and individual complainants to follow the appropriate grievance and appeal procedures.

1. Filing a Grievance Within the State Department

CETA Public Service Employment program participants are entitled to use the employee grievance procedure of the department in which they are employed. Such procedure should be used under the conditions and to the extent available to regular or civil service employees of the department, except that it does not include the right of appeal to the State Personnel Board.

Participants are informed of their grievance rights at the time of their appointment through the statement of "Rights and Privileges of Non-Civil Service Employees".

2. Right to Informal Hearing

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Under Section 98.26 of the CETA regulations, the participant has the right to an informal hearing and a prompt determination of any issue which has not been resolved. In each Prime Sponsor area, informal hearing procedures have been established by the Prime Sponsor for the purpose of fulfilling this requirement of the Act.

3. Right of Appeal to Prime Sponsor

If the Departmental grievance procedures above are exhausted without a satisfactory resolution, the PSE participant has the right of appeal to the Prime Sponsor under whose funding the participant is employed. All such appeals will be submitted through the Public Employment Section of the State CETA Office. If an appeal is taken to this level, the grievance procedure in effect will be that established by the Prime Sponsor. The Public Employment Section will be responsible for providing the participant with the appropriate information for making contact with the Prime Sponsor.

STATE OF CALIFORNIA
CETA OFFICE
Public Employment Section

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CETA OFFICE
Public Employment Section

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ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

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b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

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- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
 - m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
- Micro Fiched
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
 - p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
 - q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
 - s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- Micro Fiched
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
 - v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
 - w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec.305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.
7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

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For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).

Micro Fiched

5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).

6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).

7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).

8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

Micro Fiched

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

Micro Fiched

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

Micro Fiched

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

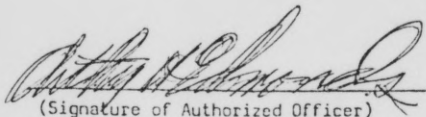
The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)



(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

Micro Fiched

SEP 26 1978

(Date of Application)

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 78-280

PROJECTS

set # 2

Subgrantee Name

City of Woodland (Project #59)

Address

300 First Street

City

Woodland, CA 95695

Program Director

SEP 28 1978

LAURENCE P. HENIGAN, CLERK

Phone

662-5416

By Debra E. Conley

DEPUTY

1. Amount of funds allocated per this subgrant is \$ 16,473.

Micro Fiched

2. Grant period begins October 1, 1978 and ends December 31, 1978.

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

City of Woodland

(Legal Name of Subgrantee)

(Signature of Authorized Officer)

THOMAS A. PETERSON, CITY MANAGER

(Typed Name and Title of Authorized Officer)

Yolo County Manpower Administration
(Prime Sponsor)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

Debra E. Conley
DEPUTY

(SEAL)

1 AGREEMENT NO. 78-280

2 CETA Title VI Public Service Project Agreement

3 The Emergency Job Programs Extension Act of 1976 amended

4 Title VI of CETA by adding Sec. 607, 608, and 609

5 (Federal Register May 13, 1977 Part IV)

6 SEP 20 1978

7 LAURENCE P. HENIGAN, Clerk

8 By..... Deputy

9 THIS AGREEMENT made and entered into this 1st day of October

10 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of

11 California hereinafter, referred to as PRIME SPONSOR, and the City of Woodland,

12 300 First Street, Woodland, CA 95695

13 hereinafter referred to as SUBGRANTEE.

14 Micro Fiched

15 W I T N E S S E I H :

16 1. SUBGRANT: This agreement sets forth the terms and conditions
17 of a subgrant between PRIME SPONSOR and SUBGRANTEE for the Title VI PUBLIC SER-
18 VICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

- 19 A. This agreement
- 20 B. Signature sheet
- 21 C. Schedule of position listing and budget attached hereto
22 as Exhibit "A" herein.
- 23 D. Project Proposal Abstract, attached hereto as Exhibit
24 "B" herein.
- 25 E. General and Special Assurances attached hereto as
26 Exhibit "C" herein.

27 2. SERVICES: SUBGRANTEE shall in a manner satisfactory and
28 proper as determined by PRIME SPONSOR perform the services described in the
application and Project Abstract in accordance with the time schedule, budget,

number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit "B" and incorporated here in by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PRIME SPONSOR monthly and weekly reports or other reports as required in a manner as specified by PRIME SPONSOR.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing October 1, 1978 and terminating on December 31, 19 . Said term of this agreement shall not exceed 3 months.

Micro Fiched

5. PAYMENT: PRIME SPONSOR shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PRIME SPONSOR ---- SUBGRANTEE shall submit a claim to the PRIME SPONSOR.

C. The Auditor of the PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by United States Department of Labor.

E. PRIME SPONSOR reserves the right to withhold payment for cost incurred by SUBGRANTEE when PRIME SPONSOR determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail

1 to fulfill in timely and proper manner its obligations
2 under this Agreement, or if SUBGRANTEE shall violate any
3 of the covenants or stipulations of this Agreement, or
4 if the grant from the United States Department of Labor
5 under which this Agreement is made is terminated by the
6 PRIME SPONSOR shall thereupon have the right to terminate
7 this Agreement by giving written notice to SUBGRANTEE of
8 such termination and specifying the effective date there-
9 of. If SUBGRANTEE is unable or unwilling to comply with **Micro Fiched**
10 such additional conditions as may be lawfully applied by
11 the United States Department of Labor to the grant under
12 which this Agreement is made, SUBGRANTEE or PRIME SPONSOR
13 shall terminate this Agreement by giving written notice
14 to PRIME SPONSOR or SUBGRANTEE, respectively signifying
15 the effective date thereof. Notwithstanding the above,
16 SUBGRANTEE shall not be relieved of liability to PRIME
17 SPONSOR for damages sustained by PRIME SPONSOR by virtue
18 of any breach of the Agreement by subgrantee and PRIME
19 SPONSOR may withhold any reimbursement to SUBGRANTEE for
20 the purpose of setoff until such time as the exact amount
21 of damages due PRIME SPONSOR from SUBGRANTEE is agreed
22 upon or otherwise determined.

23 B. For Convenience. PRIME SPONSOR may terminate this Agree-
24 ment at any time by giving written notice to SUBGRANTEE
25 of such termination and specifying the effective date
26 thereof, at least 30 days before the effective date of
27 such termination. If the Agreement is terminated by
28 PRIME SPONSOR as provided herein, SUBGRANTEE will be

1 paid an amount which bears the same ratio to the total
2 compensation as the services actually performed bears to
3 the total services of SUBGRANTEE covered by this Agree-
4 ment, less payments of compensation previously made.

5 7. LAWS: SUBGRANTEE shall comply with all the applicable laws,
6 ordinances, codes of the State of California and local governments. SUBGRANTEE
7 shall comply with terms and conditions of the Comprehensive Employment and
8 Training Act of 1973 as amended, including the Emergency Job Program Extension
9 Act of 1973 and any regulation promulgated thereunder.

Micro Fiched

10 8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold
11 harmless and defend PRIME SPONSOR, its officers, employees and agents from and
12 against all claims, losses, liabilities, or damages, including attorney fees,
13 arising out of or resulting from the performance of this Agreement, caused in
14 whole or in part by any negligent act or commission of SUBGRANTEE or anyone
15 directly or indirectly employed by SUBGRANTEE, regardless of whether or not it
16 is caused in part by a party indemnified hereunder.

17 9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it pre-
18 sently has no interest and shall not acquire any interest direct or indirect,
19 which would conflict in any manner or degree with the performance of services
20 required to be performed under this Agreement. SUBGRANTEE further covenants
21 that in the performance of this Agreement no person having any such interest
22 shall be employed.

23 10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff,
24 or reduce the working hours of an employee in anticipation of hiring an indivi-
25 dual with funds available under Title VI. In addition, no participant shall be
26 used to fill positions or provide services normally provided by temporary, part-
27 time, or seasonal workers or contracted out, or to fill full-time vacancies.
28 SUBGRANTEE shall not hire any person into any job funded under Title VI when any

1 other person is on lay-off from the same or any substantially equivalent job.

2 11. GOVERNMENT: It is understood by the parties hereto that the
3 Federal Government will not be obligated or liable to SUBGRANTEE as a condition
4 of this Agreement.

5 12. LEGAL RELATIONSHIP:

Micro Fiched

6 A. It is herein understood and agreed that SUBGRANTEE is an
7 independent contractor and that no relationship of
8 employer-employee exists between the parties hereto.
9 That SUBGRANTEE shall not be entitled to any benefits
10 available to employees of PRIME SPONSOR. That PRIME
11 SPONSOR is not required to make any deductions from the
12 compensation payable to SUBGRANTEE under the provisions
13 of this Agreement; that as an independent contractor,
14 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
15 and all claims that may be made against PRIME SPONSOR
16 based upon any contention by and third party that an
17 employer-employee relationship exists by reason of this
18 Agreement.

19 B. It is further understood and agreed by the parties hereto
20 that SUBGRANTEE in the performance of its obligations
21 hereunder is subject to the control or direction of
22 PRIME SPONSOR as to the result to be accomplished by the
23 services herein agreed to be rendered and performed as
24 well as to the means and methods for accomplishing the
25 result.

26 C. If, in the performance of this Agreement, any third
27 persons are employed as employees of SUBGRANTEE, such
28 persons shall be employed by and shall be entirely and

1 exclusively under direction, supervision and control of
2 said SUBGRANTEE. All terms of employment of said person,
3 including hours, wages, working conditions, discipline,
4 hiring and discharging or any other terms of employment
5 or requirements of law, shall be made by said SUBGRANTEE,
6 and PRIME SPONSOR shall have no right or authority over
7 said persons or the terms of such employment. Micro Fiched

8 D. SUBGRANTEE, as an independent employer, shall be liable
9 and hereby expressly assumes and accepts exclusive lia-
10 bility as an employer under the Federal Insurance Contri-
11 butions Act, Federal Social Security Acts, or any other
12 Federal or State laws or acts which in any way affect or
13 relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, unemployment,
15 or other taxes or penalties arising or levied by reason
16 of the employment of such persons employed by it. PRIME
17 SPONSOR shall not be liable for any workmen's compensa-
18 tion or other benefits accruing under any Federal or State
19 law or acts to any persons employed by the said SUBGRANTEE
20 under this Agreement, but such liability, if any, shall
21 be exclusively that of SUBGRANTEE.

22 13. PERSONNEL:

23 A. SUBGRANTEE represents that it has, or will secure at its
24 own expense, all personnel required in performing the
25 services under this Agreement. All Project Personnel
26 hired by SUBGRANTEE shall be eligible EDD certified PSE
27 participants and verification of such eligibility is the
28 responsibility of the SUBGRANTEE. However, such personnel

- 1 shall not be employees of or have any individual con-
2 tracted relationship with PRIME SPONSOR.
- 3 B. All of the services required hereunder will be performed
4 by SUBGRANTEE or under its supervision, and all personnel
5 engaged in the work shall meet SUBGRANTEE's employment
6 qualifications and shall be authorized under state and
7 local law to perform such services. **Micro Fiched**
- 8 C. RETENTION OF RECORDS: Certification of participants,
9 CETA eligibility, books, financial records, supporting
10 documents, personnel and other documents pertinent to
11 the Agreement must be maintained for a period of three
12 years after termination of the Agreement.
- 13 D. None of the participants hired under this Agreement shall
14 be utilized for service not covered by the PROJECT
15 ABSTRACT.
- 16 E. None of the Projects activities covered by this Agreement
17 shall be sub-contracted.
- 18 14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No per-
19 son shall on the ground of race, creed, color, handicap, National origin, sex,
20 age, political affiliation, or beliefs be excluded from participation in, be
21 denied the benefits of, or be subjected to discrimination under any program or
22 activities funded in whole or in part with funds under the Act.
- 23 15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE
24 either in whole or in part.
- 25 16. ALTERATIONS: No alteration or variation of the terms of
26 this Agreement shall be valid unless made in writing and signed by the parties
27 hereto.
- 28 17. WAIVER: The waiver by PRIME SPONSOR of any default, breach

1 or condition precedent shall not be construed as a waiver on the part of the
2 PRIME SPONSOR or any other default, breach or condition precedent, or any other
3 right hereunder.

4 18. SUCCESSORS: This Agreement shall bind and insure to the
5 successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if
6 such party has been expressly named herein.

Micro Fiched

7 19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's con-
8 tractors shall hire or cause or allow to be hired, a person into an administrative
9 capacity, staff position or public service employment position funded under CEIA,
10 if a member of his or her immediate family is employed in an administrative
11 capacity for the PRIME SPONSOR. However, where a state or local statute re-
12 garding nepotism exists which is more restrictive than the above policy, the
13 eligible applicant should follow the state or local statute in lieu of the policy.

14 A. The term "member of the immediate family" includes:

15 wife, husband, son, daughter, mother, father, brother,
16 brother-in-law, sister, sister-in-law, son-in-law,
17 daughter-in-law, father-in-law, mother-in-law, aunt,
18 uncle, niece, nephew, step-parent, and step-child.

19 B. The term "administrative capacity" includes those who
20 have overall administrative responsibility for a hiring
21 or supervisory program as set forth in 29 CFR⁵ 99.99.

22 C. The term "staff position" includes all CEIA staff
23 positions funded under the Act, such as instructors,
24 counsellors and other staff involved in administrative,
25 training or service activities.
26
27
28

1 SUBGRANT NO. _____

PRIME SPONSOR

2
3
4 Arthur R. Meadows
Signature of Authorized Officer

5 Date Sept. 26, 1978

CITY OF WOODLAND, CALIFORNIA
COUNTY OF YOLO, STATE OF CALIFORNIA

Title of Authorized Officer

Micro Fiched

7 CITY OF WOODLAND
Legal Name of Subgrantee

8
9 Thos. A. Peterson
Signature of Authorized Officer

10
11 THOMAS A. PETERSON, CITY MANAGER
Title of Authorized Officer

POSITION LISTINGS
TITLE VI
PROJECTS
CITY OF WOODLAND

<u>POSITIONS</u>		<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Engineering Aid I	\$ 2,913
One	Maintenance Worker I	2,712
One	Maintenance Worker I	2,712
One	Maintenance Worker I	2,712
One	Maintenance Worker I	2,712
One	Maintenance Worker I	2,712
Six	Total	<u>\$ 16,473</u>

Micro Fiched

RECEIVED JUL 6 7 1978

Micro Fiched

PROPOSAL FORMAT
FOR
TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS
YOLO COUNTY

C

Project Name Sanitary House Sewer Service Connection Replacement Program
Organizational Name City of Woodland, Department of Public Works
Organizational Address 300 First Street, Woodland, CA 95695
Telephone Number (916) 662-5416
Director's Name A. L. Hiatt
Person(s) to Contact Kris Kristensen
Authorized Signature A. L. Hiatt

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

Micro Fiched

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SYETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

X Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

Micro Fished

a. What is the task to be performed? Replacement of collapsed house sewer connections from the property line to the sewer main in the street.

b. What are the expected results of this project? Elimination of stopped up sewers with resultant health hazard.

c. What is the Public Service provided by this project? Sanitary sewer service.

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

From about 1948 until 1960 the City of Woodland Public Works Department connected new houses to the sanitary sewer main in the street with sewer pipe that was manufactured from cellulose fiber impregnated with coal tar. This was accepted in the industry at that time as a trouble free root proof pipe.

Unfortunately, this type of pipe did not perform as expected but instead gradually flattened from the load of the earth backfill with the consequence of tree roots being able to enter the pipe at the joints. This has caused the complete failure of many house sewers and a great deal of plumbing problems.

The proposed project is to replace the City's portion of the house sewer connection (from the curb line to the sewer main in the street) with vitrified clay pipe which is the best pipe obtainable for this type of service. Approximately 1,400 replacements need to be made.

4. Budget

Total Personnel Costs (A & B) \$ 67,500

Attach itemized fringe benefits:

A. Salaries and Wages \$ 50,625

B. Fringe Benefits \$ 16,875

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Total funds requested (Equals total personnel costs) \$ 67,500

Total positions requested 6

Average cost per position requested (total budget divided by number of positions) \$ 11,250

Complete the following information for each position requested.

Attach job description sheet for each job title listed.*

<u>Job title</u>	<u>Monthly Salary</u>	<u>Monthly Fringe Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Maintenance Worker I	6 mos. @ 723 6 mos. @ 758	6 mos. @ 181 6 mos. @ 190	12	11,112
" " "	" "	" "	"	11,112
" " "	" "	" "	"	11,112
" " "	" "	" "	"	11,112
" " "	" "	" "	"	11,112
Engineering Aid I	6 mos. @ 777 6 mos. @ 815	6 mos. @ 194 6 mos. @ 204	12	11,940

Duration of Projection

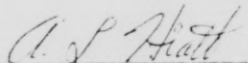
Estimated from August 1, 1978 to August 1, 1979

*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: Sections within the City limits of residential development constructed from 1948 - 1960.

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐ **Micro Fiched**
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☐ No ☒
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐


Authorized Signature

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The City of Woodland Public Works Department has provided employment in the past to various CETA and ARPA programs with the result of several people from these programs assuming permanent positions with the City when vacancies occurred. This demonstrates that the on-the-job training received adequately prepared the trainees for permanent employment.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The project will be directed by the Sewer and Water Division of the City of Woodland. Robert Dahl is the supervisor of this division and has held this position for many years. Immediate supervision in the field will be by Carlos Pereyra, an employee of many years experience in this type of work and most recently a leadworker on a house water service connection replacement project.

The line of command will be: Public Works Director, A. L. Hiatt; Sewer and Water Division Supervisor, Robert Dahl; and Carlos Pereyra, Leadworker.

Micro Fiched

All personnel enumerated above have many years of experience in the activities contemplated by the proposed project.

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>Board Member</u>	<u>Occupation and Employer</u>
John Kimura, Mayor	Self employed farmer
Don Wyly, Councilman	Retired
Harry Walker, Councilman	U.C.D. instructor
Wally Foster, Councilman	Self employed insurance agent
Richard Alcauskas, Councilman	Attorney

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).
- a. The project will consist of replacing failing house sewer service connections between the curb line and the sanitary sewer main in the street. The failed pipe is constructed of fiber pipe that has deteriorated and flattened from the earth load which results in root infested pipes and consequent blockage of the sewer flow. This then causes a public health hazard as well as a continuing plumbing problem. The City plans to replace these failed sewer connections (about 1,400) with vitrified clay pipe which is an excellent material for this type of service.
- b. It is hoped to start the project by August 1, 1978 and continue for at least a year, although it is doubtful the project could be completed in this length of time.
- c. The overall supervision of the project will be by the Public Works Director, A. L. Hiatt. The project supervisor will be Robert Dahl, Utility Supervisor. Immediate supervision in the field will be by Carlos Pereyra, Maintenance Leadworker.

Micro Fiched

11. a. State in detail what community need this project fulfills.
- b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
- c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

- a. The proposed project of the replacement of failed house sewer service connections will eliminate an existing public health hazard, eliminate the possibility of contamination of the underground water supply and will eliminate a continuing plumbing problem of sewer blockage.
- b. The need for this project is prompted by the continuing complaints of the residents of stopped up house sewers that are received by the Public Works Department.
- c. The City has already replaced many of the failed house sewer service connections but cannot keep pace with the increasing rate at which the failures are being experienced. We now only make replacements when a failure has occurred but it is evident that the adjoining houses should receive replacement sewer services because the original installation of all of the houses in the vicinity was made at the same time.

Micro Fiched

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

3 Professional

57 Skilled

3 Semi-Professional

4 Unskilled

1 Clerical

 Semi-Skilled

TOTAL 68

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The failing house sewer service connections are widely scattered throughout the City and conform to the houses that were constructed between 1948 and 1960. The facilities to be replaced lie between the curb line and the sanitary sewer main in the street. This is the area for which the City has the responsibility.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

The entire scope of the project lies within the responsibility of the Public Works Department and as such will be planned and operated by the Public Works Department.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II			
III			
VI			
TOTAL			

Micro Fiched

Comments:

Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

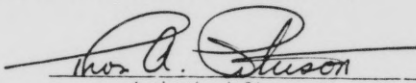
Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

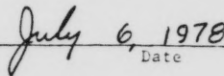
Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

Micro Fiched

I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature



Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

Micro Fiched

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- Micro Fiched
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
 - g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
 - h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
 - i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
 - j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- Micro Fiched
- m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
- p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
- q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

Micro Fiched

- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
- w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

Micro Fiched

- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec. 305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

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14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93). Micro Fiched

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

None Filled

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

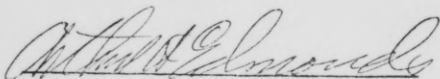
BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

Micro Fiched

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)



(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

SEP 26 1978

(Date of Application)

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT
AGREEMENT NO. 78-231

PROJECTS

set #3

Subgrantee Name

City of Woodland (Project #60)

Address

300 First Street

City

Woodland, CA 95695

Program Director

Phone

662-5416

LAURENCE P. HENIGAN, Clerk

By Debra E. Conley
DEPUTY

1. Amount of funds allocated per this subgrant is \$ 7,863

Micro Fiched

2. Grant period begins October 1, 1978 and ends December 31, 1978

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

City of Woodland

(Legal Name of Subgrantee)

(Signature of Authorized Officer)

THOMAS A. PETERSON CITY MANAGER
(Typed Name and Title of Authorized Officer)

Yolo County Manpower Administration
(Prime Sponsor)

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Debra E. Conley
DEPUTY

(SEAL)

AGREEMENT NO. 78-281

CETA Title VI Public Service Project Agreement

The Emergency Job Programs Extension Act of 1976 amended

Title VI of CETA by adding Sec. 607, 608, and 609

(Federal Register May 13, 1977 Part IV)

FILED

SEP 28 1978

LAURENCE P. HENIGAN, Clerk

By..... Deputy

THIS AGREEMENT made and entered into this 1st day of October

1978, by and between the COUNTY OF YOLO, a political subdivision of the State of

California hereinafter, referred to as PRIME SPONSOR, and the City of Woodland,

300 First Street, Woodland, CA 95695

hereinafter referred to as SUBGRANTEE.

Micro Fiched

W I T N E S S E I H :

1. SUBGRANT: This agreement sets forth the terms and conditions of a subgrant between PRIME SPONSOR and SUBGRANTEE for the Title VI PUBLIC SERVICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

- A. This agreement
- B. Signature sheet
- C. Schedule of position listing and budget attached hereto as Exhibit "A" herein.
- D. Project Proposal Abstract, attached hereto as Exhibit "B" herein.
- E. General and Special Assurances attached hereto as Exhibit "C" herein.

2. SERVICES: SUBGRANTEE shall in a manner satisfactory and proper as determined by PRIME SPONSOR perform the services described in the application and Project Abstract in accordance with the time schedule, budget,

number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit "B" and incorporated here in by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PRIME SPONSOR monthly and weekly reports or other reports as required in a manner as specified by PRIME SPONSOR.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing October 1, 1978 and terminating on December 31, 1978. Said term of this agreement shall not exceed three months. Micro Fiched

5. PAYMENT: PRIME SPONSOR shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules:

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PRIME SPONSOR ----- SUBGRANTEE shall submit a claim to the PRIME SPONSOR.

C. The Auditor of the PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by United States Department of Labor.

E. PRIME SPONSOR reserves the right to withhold payment for cost incurred by SUBGRANTEE when PRIME SPONSOR determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail

to fulfill in timely and proper manner its obligations under this Agreement, or if SUBGRANTEE shall violate any of the covenants or stipulations of this Agreement, or if the grant from the United States Department of Labor under which this Agreement is made is terminated by the PRIME SPONSOR shall thereupon have the right to terminate this Agreement by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof. If SUBGRANTEE is unable or unwilling to comply with such additional conditions as may be lawfully applied by the United States Department of Labor to the grant under which this Agreement is made, SUBGRANTEE or PRIME SPONSOR shall terminate this Agreement by giving written notice to PRIME SPONSOR or SUBGRANTEE, respectively signifying the effective date thereof. Notwithstanding the above, SUBGRANTEE shall not be relieved of liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by virtue of any breach of the Agreement by subgrantee and PRIME SPONSOR may withhold any reimbursement to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damages due PRIME SPONSOR from SUBGRANTEE is agreed upon or otherwise determined.

- B. For Convenience. PRIME SPONSOR may terminate this Agreement at any time by giving written notice to SUBGRANTEE of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. If the Agreement is terminated by PRIME SPONSOR as provided herein, SUBGRANTEE will be

1 paid an amount which bears the same ratio to the total
2 compensation as the services actually performed bears to
3 the total services of SUBGRANTEE covered by this Agree-
4 ment, less payments of compensation previously made.

5 7. LAWS: SUBGRANTEE shall comply with all the applicable laws,
6 ordinances, codes of the State of California and local governments. SUBGRANTEE
7 shall comply with terms and conditions of the Comprehensive Employment and
8 Training Act of 1973 as amended, including the Emergency Job Program Extension
9 Act of 1973 and any regulation promulgated thereunder. Micro Fiched

10 8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold
11 harmless and defend PRIME SPONSOR, its officers, employees and agents from and
12 against all claims, losses, liabilities, or damages, including attorney fees,
13 arising out of or resulting from the performance of this Agreement, caused in
14 whole or in part by any negligent act or commission of SUBGRANTEE or anyone
15 directly or indirectly employed by SUBGRANTEE, regardless of whether or not it
16 is caused in part by a party indemnified hereunder.

17 9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it pre-
18 sently has no interest and shall not acquire any interest direct or indirect,
19 which would conflict in any manner or degree with the performance of services
20 required to be performed under this Agreement. SUBGRANTEE further covenants
21 that in the performance of this Agreement no person having any such interest
22 shall be employed.

23 10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff,
24 or reduce the working hours of an employee in anticipation of hiring an indivi-
25 dual with funds available under Title VI. In addition, no participant shall be
26 used to fill positions or provide services normally provided by temporary, part-
27 time, or seasonal workers or contracted out, or to fill full-time vacancies.
28 SUBGRANTEE shall not hire any person into any job funded under Title VI when any

1 other person is on lay-off from the same or any substantially equivalent job.

2 11. GOVERNMENT: It is understood by the parties hereto that the
3 Federal Government will not be obligated or liable to SUBGRANTEE as a condition
4 of this Agreement.

5 12. LEGAL RELATIONSHIP:

Micro Fiched

- 6 A. It is herein understood and agreed that SUBGRANTEE is an
7 independent contractor and that no relationship of
8 employer-employee exists between the parties hereto.
9 That SUBGRANTEE shall not be entitled to any benefits
10 available to employees of PRIME SPONSOR. That PRIME
11 SPONSOR is not required to make any deductions from the
12 compensation payable to SUBGRANTEE under the provisions
13 of this Agreement; that as an independent contractor,
14 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
15 and all claims that may be made against PRIME SPONSOR
16 based upon any contention by and third party that an
17 employer-employee relationship exists by reason of this
18 Agreement.
- 19 B. It is further understood and agreed by the parties hereto
20 that SUBGRANTEE in the performance of its obligations
21 hereunder is subject to the control or direction of
22 PRIME SPONSOR as to the result to be accomplished by the
23 services herein agreed to be rendered and performed as
24 well as to the means and methods for accomplishing the
25 result.
- 26 C. If, in the performance of this Agreement, any third
27 persons are employed as employees of SUBGRANTEE, such
28 persons shall be employed by and shall be entirely and

1 exclusively under direction, supervision and control of
2 said SUBGRANTEE. All terms of employment of said person,
3 including hours, wages, working conditions, discipline,
4 hiring and discharging or any other terms of employment
5 or requirements of law, shall be made by said SUBGRANTEE,
6 and PRIME SPONSOR shall have no right or authority over
7 said persons or the terms of such employment. Micro Fiched

8 D. SUBGRANTEE, as an independent employer, shall be liable
9 and hereby expressly assumes and accepts exclusive lia-
10 bility as an employer under the Federal Insurance Contri-
11 butions Act, Federal Social Security Acts, or any other
12 Federal or State laws or acts which in any way affect or
13 relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, unemployment,
15 or other taxes or penalties arising or levied by reason
16 of the employment of such persons employed by it. PRIME
17 SPONSOR shall not be liable for any workmen's compensa-
18 tion or other benefits accruing under any Federal or State
19 law or acts to any persons employed by the said SUBGRANTEE
20 under this Agreement, but such liability, if any, shall
21 be exclusively that of SUBGRANTEE.

22 13. PERSONNEL:

23 A. SUBGRANTEE represents that it has, or will secure at its
24 own expense, all personnel required in performing the
25 services under this Agreement. All Project Personnel
26 hired by SUBGRANTEE shall be eligible EDD certified PSE
27 participants and verification of such eligibility is the
28 responsibility of the SUBGRANTEE. However, such personnel

- 1 shall not be employees of or have any individual con-
2 tracted relationship with PRIME SPONSOR.
- 3 B. All of the services required hereunder will be performed
4 by SUBGRANTEE or under its supervision, and all personnel
5 engaged in the work shall meet SUBGRANTEE's employment
6 qualifications and shall be authorized under state and
7 local law to perform such services. Micro Fiched
- 8 C. RETENTION OF RECORDS: Certification of participants,
9 CETA eligibility, books, financial records, supporting
10 documents, personnel and other documents pertinent to
11 the Agreement must be maintained for a period of three
12 years after termination of the Agreement.
- 13 D. None of the participants hired under this Agreement shall
14 be utilized for service not covered by the PROJECT
15 ABSTRACT.
- 16 E. None of the Projects activities covered by this Agreement
17 shall be sub-contracted.
- 18 14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No per-
19 son shall on the ground of race, creed, color, handicap, National origin, sex,
20 age, political affiliation, or beliefs be excluded from participation in, be
21 denied the benefits of, or be subjected to discrimination under any program or
22 activities funded in whole or in part with funds under the Act.
- 23 15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE
24 either in whole or in part.
- 25 16. ALTERATIONS: No alteration or variation of the terms of
26 this Agreement shall be valid unless made in writing and signed by the parties
27 hereto.
- 28 17. WAIVER: The waiver by PRIME SPONSOR of any default, breach

1 or condition precedent shall not be construed as a waiver on the part of the
2 PRIME SPONSOR or any other default, breach or condition precedent, or any other
3 right hereunder.

4 18. SUCCESSORS: This Agreement shall bind and insure to the
5 successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if
6 such party has been expressly named herein. Micro Fiched

7 19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's con-
8 tractors shall hire or cause or allow to be hired, a person into an administrative
9 capacity, staff position or public service employment position funded under CETA,
10 if a member of his or her immediate family is employed in an administrative
11 capacity for the PRIME SPONSOR. However, where a state or local statute re-
12 garding nepotism exists which is more restrictive than the above policy, the
13 eligible applicant should follow the state or local statute in lieu of the policy.

14 A. The term "member of the immediate family" includes:
15 wife, husband, son, daughter, mother, father, brother,
16 brother-in-law, sister, sister-in-law, son-in-law,
17 daughter-in-law, father-in-law, mother-in-law, aunt,
18 uncle, niece, nephew, step-parent, and step-child.

19 B. The term "administrative capacity" includes those who
20 have overall administrative responsibility for a hiring
21 or supervisory program as set forth in 29 CFR § 99.99.

22 C. The term "staff position" includes all CETA staff
23 positions funded under the Act, such as instructors,
24 counsellors and other staff involved in administrative,
25 training or service activities.

1 SUBGRANT NO. _____

PRIME SPONSOR

2
3
4 *Arthur W. Edwards*
Signature of Authorized Officer
CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

5 Date Sept. 26, 1978

6 _____
Title of Authorized Officer

7 CITY OF WOODLAND
8 Legal Name of Subgrantee

9 *W. A. Johnson*
Signature of Authorized Officer

10
11 CITY MANAGER
12 Title of Authorized Officer

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Micro Fiched

POSITION LISTINGS

TITLE VI

PROJECTS

CITY OF WOODLAND

<u>POSITIONS</u>		<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Administrative Aid	\$ 2,868
One	Administrative Aid	2,868
<u>One</u>	Typist-Clerk	<u>2,127</u>
Three	Total	<u><u>\$ 7,863</u></u>

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RECEIVED AUG 0 8 1978

PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

Micro Fiched

YOLO COUNTY

C

Project Name PUBLIC FIRE SAFETY EDUCATION AND PREVENTION PROGRAM
Organizational Name CITY OF WOODLAND
Organizational Address 300 FIRST STREET, WOODLAND, CA 95695
Telephone Number (916) 662-5416
Director's Name TOM PETERSON, CITY MANAGER
Person(s) to Contact KRIS KRISTENSEN, ASSISTANT TO CITY MANAGER
Authorized Signature Thos. A. Peterson

INSTRUCTIONS FOR THE COMPLETION OF THE PROPOSAL FORMAT

YOLO COUNTY

The proposal format contains:

- Cover Page (page 1)
- 15 Information Questions (pages 3-14)
- Legal Documentation and Signature page (page 15)

In completing the proposal format, use only the space provided to respond, unless additional pages are requested in the proposal format.

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ALL PROPOSALS MUST BE WRITTEN ON AN OFFICIAL PROPOSAL FORMAT

FOUR (4) COPIES OF THE PROPOSAL MUST BE HAND DELIVERED TO SVETA BY 5:00 p.m., April 14, 1977.

COPIES OF APPROPRIATE LEGAL DOCUMENTS (See page 15) MUST BE SUBMITTED.

1. Type of Organization

Local Government - Fire Department
Community Based Non-Profit Organization
Community Action Agency
Educational Institution
Prime Sponsor
Other: (Cannot be private-for-profit)
State: _____

2. Project Description (Positions must be in the Public Service Employment Mode)

- a. What is the task to be performed? Development, adaptation and distribution
of Public Fire Safety Education and Prevention programs for use in all of
Yolo County. Micro Fiched
- b. What are the expected results of this project? A series of Fire Safety
Education and Prevention programs and materials will be developed or
adapted from existing programs in Woodland, for public dissemination County wide.
- c. What is the Public Service provided by this project? Increase public
awareness of Fire Safety and Prevention throughout Yolo County.
- _____

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

The primary task of this project will be to develop or adapt, the City of Woodland's Fire Safety Education and Prevention programs and materials, for use County wide.

4. Budget

Total Personnel Costs (A & B) \$ 31,985
 Attach itemized fringe benefit:

A. Salaries and Wages \$ 25,592

B. Fringe Benefits \$ 6,393

Total funds requested (Equals total personnel costs) \$ 31,985

Total positions requested 3

Average cost per position requested (total budget divided by number of positions) \$ 10,661.67

Complete the following information for each position requested.
 Attach job description sheet for each job title listed.^a

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<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
Administrative Aid	765/*803	191/200	12	11,754
Administrative Aid	765/*803	191/200	12	11,519
Typist Clerk I	567/*594	142/149	12	8,712

*Step Increase

Duration of Projection

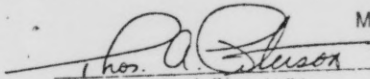
Estimated from August 29, 1978 to August 28, 1979

^aAttach additional sheet if necessary.

5. Geographic area to be served by the Project: Yolo County

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☒ No ☐
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐


Authorized Signature

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7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

The City of Woodland has been a regular participant in the CETA Program since its inception. Over the years the City has transferred several CETA employees, who prior to working with CETA were unemployed or underemployed into permanent City positions.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

The Administrative Aids and Typist Clerk I to be hired, will be supervised by the City's Public Education Aid, in charge of Public Fire Safety Information and Education, who has several years experience in producing Educational and Informational Programs for public dissemination and is currently in charge of the ongoing Public Fire Education Program for the City of Woodland.

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9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>City Council Member</u> <u>XXXXXXXXXX</u>	<u>Occupation and Employer</u>
John S. Kimura, Mayor	Farmer - Self employed
Harry Walker, Vice-Mayor	Professor - University of California, Davis
Don E. Wyly, Councilman	Retired
Wally N. Foster, Councilman	State Farm Insurance - Agent
Richard Alcaukus, Councilman	Attorney

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10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

PHASE 1 - Develop Overall Program - 2 Months

During this phase, each of the City's Public Fire Safety Education Programs will be reviewed to ascertain the modifications necessary to adapt them to a County wide program.

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PHASE 2 - Develop and Modify Program Materials - 5 Months

During this phase all necessary development or modification of the City's Fire Safety Education and Prevention programs and materials will be accomplished.

PHASE 3 - Dissemination of Programs and Materials - 5 Months

During this phase the programs and materials will be distributed throughout the County with the cooperation and assistance of the fire departments within the County. As requests are made, project personnel will go to areas within the County to assist other fire departments with the presentation of the program and will coordinate the acquisition of printed materials for these departments.

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

The National Fire Prevention and Control Administration, through its report America Burning, has estimated "about 70% of the fires that occur in buildings can be attributed to the careless acts of people". It further states "It is these fires that should be the special target of educational efforts designed to prevent them from happening".

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The City of Woodland recognized this problem and designed a program to accomplish these educational goals last year, and was granted a one year CETA Project to implement it. As a result, one of the team members is now a permanent employee of the fire department. There is, however, no other organized Public Fire Safety Education and Prevention Program in Yolo County. The Yolo County fire services have recognized this need, and have asked the Woodland Fire Department to be the lead agency in planning, developing, adapting and distributing Public Fire Safety Education and Prevention programs and materials County wide.

Reductions in fire loss will eventually bring better fire insurance ratings for Yolo County residents, resulting in lower fire insurance premiums. The reduction of the fire problems, through the implementation of County wide Fire Safety Education programs, could be important in reducing future local government costs.

If Yolo County is to reduce fire losses, Public Fire Safety Education and Prevention must be a major and continuing part of the effort.

12. List the number of Non-CEEA full-time paid staff employed by your organization categorized as follows:

12 Professional

83 Semi-Professional

27 Clerical

12 Skilled

35 Unskilled

28 Semi-Skilled

TOTAL 197

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The Administrative Aids and the Typist Clerk I will be located in the City's main fire station which will provide them with adequate work space and easy access to their supervisor.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

Fire Safety Education and Prevention planning has been identified as a key element in the fire services' efforts toward a fire free community. This proposed County wide program will be designed and implemented following the example of the City of Woodland's successful Fire Safety Education and Prevention Program started last year.

Micro Fiched

15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II	12/74 to 3/77	5	\$ 96,199.50
III			
VI	7/75 to 9/77 (as of 3/77 II funded under VI) 9/77 to 9/78 7/77 to 7/78 (Project)	4 9 reg. 9 reg. 9 Proj.	\$ 62,497.68 98,462.00 100,206.00
TOTAL		18 (9 regular) (9 Project)	\$357,365.18

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Comments:

- b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Public Works Employment Act Title II	1/1/77-12/31/78	82,848.00	Public Works Department - Replacement of 2 miles of water lines in areas of deterioration. Finance Department - Accounting systems in Utilities Division and Storeroom. Planning Department - Help in revision of new General Plan.
TOTAL			

Comments:

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Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

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I hereby certify that this application for CETA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature

8/4/78

Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.
3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).
- b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
 - d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- Micro Fiched
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
 - f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
 - g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
 - h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
 - i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
 - j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
 - l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
 - m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
- Micro Fiched
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
 - o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
 - p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
 - q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CEIA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
 - s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- Micro Fiched
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
 - v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
 - w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

Micro Fiched

B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec.305(a) of P.L. 95-93).

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

Micro Fiched

7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).

Micro Fiched

10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

Micro Fiched

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

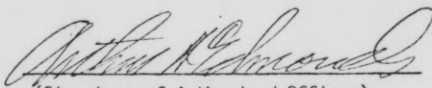
BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)

Micro Fiched



(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

SEP 26 1983

(Date of Application)

RECEIVED

SEP 28 1978

LAURENCE P. HENIGAN, Clerk

By

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE VI AGREEMENT

AGREEMENT NO. 78-282

PROJECTS

Set #1

Subgrantee Name

East Yolo Community Service District (Project #148)

Address

P. O. Box 802

City

West Sacramento, CA 95691

Program Director

Phone

371-5132

FILED

SEP 28 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
DEPUTY

1. Amount of funds allocated per this subgrant is \$ 17,282

Micro Fiched

2. Grant period begins October 1, 1978 and ends December 31, 1978

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

East Yolo Community Service District
(Legal Name of Subgrantee)

Yolo County Manpower Administration
(Prime Sponsor)

David A. Breninger
(Signature of Authorized Officer)

Arthur H. Edmonds

David A. Breninger, General Manager/
Secretary - EYCSO

ARTHUR H. EDMONDS, Chairman
BOARD OF SUPERVISORS

(Typed Name and Title of Authorized Officer)

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

Hebra E. Bailey
DEPUTY

(SEAL)

1 AGREEMENT NO. 78-282

2 CETA Title VI Public Service Project Agreement

3 **FILED** The Emergency Job Programs Extension Act of 1976 amended
4 Title VI of CETA by adding Sec. 607, 608, and 609

5 SEP 28 1978

(Federal Register May 13, 1977 Part IV)

LAURENCE P. HENIGAN, Clerk

By Paula R. Jones DEPUTY THIS AGREEMENT made and entered into this 1st day of October

8 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of
9 California hereinafter, referred to as PRIME SPONSOR, and the East Yolo
10 Community Service District (Project #148), P. O. Box 802, West Sacramento, CA,
11 hereinafter referred to as SUBGRANTEE.

12 Micro Fiched

13 W I T N E S S E I H :

14
15 1. SUBGRANT: This agreement sets forth the terms and conditions
16 of a subgrant between PRIME SPONSOR and SUBGRANTEE for the Title VI PUBLIC SER-
17 VICE PROJECT. This SUBGRANT AGREEMENT consists of the following:

- 18 A. This agreement
19 B. Signature sheet
20 C. Schedule of position listing and budget attached hereto
21 as Exhibit "A" herein.
22 D. Project Proposal Abstract, attached hereto as Exhibit
23 "B" herein.
24 E. General and Special Assurances attached hereto as
25 Exhibit "C" herein.

26 2. SERVICES: SUBGRANTEE shall in a manner satisfactory and
27 proper as determined by PRIME SPONSOR perform the services described in the
28 application and Project Abstract in accordance with the time schedule, budget,

number of participants to be hired etc., as set forth in the Proposal Abstract, attached hereto as Exhibit "B" and incorporated here in by reference.

3. REPORTING: SUBGRANTEE agrees to submit to PRIME SPONSOR monthly and weekly reports or other reports as required in a manner as specified by PRIME SPONSOR.

4. TERM OF AGREEMENT: This agreement shall be for a term commencing October 1, 1978 and terminating on December 31, 19 . Said term of this agreement shall not exceed 3 months.

5. PAYMENT: PRIME SPONSOR shall reimburse SUBGRANTEE for actual CETA approved Payroll Cost, as specified in budget, incurred in the performance of this Agreement in accordance with the following rules: Micro Fiched

A. Total reimbursement shall not exceed the amount of the subgrant or modification thereof.

B. On or before 5th working day specified each month by the PRIME SPONSOR ----- SUBGRANTEE shall submit a claim to the PRIME SPONSOR.

C. The Auditor of the PRIME SPONSOR shall examine, settle and allow the claim in the manner provided by law.

D. Approved claims shall be paid from and only to the extent of available funds granted to PRIME SPONSOR by United States Department of Labor.

E. PRIME SPONSOR reserves the right to withhold payment for cost incurred by SUBGRANTEE when PRIME SPONSOR determines SUBGRANTEE is not fulfilling the terms of this Agreement.

6. TERMINATION OF AGREEMENT:

A. For Cause. If through any cause SUBGRANTEE shall fail

1 to fulfill in timely and proper manner its obligations
2 under this Agreement, or if SUBGRANTEE shall violate any
3 of the covenants or stipulations of this Agreement, or
4 if the grant from the United States Department of Labor
5 under which this Agreement is made is terminated by the
6 PRIME SPONSOR shall thereupon have the right to terminate
7 this Agreement by giving written notice to SUBGRANTEE of
8 such termination and specifying the effective date there-
9 of. If SUBGRANTEE is unable or unwilling to comply with
10 such additional conditions as may be lawfully applied by
11 the United States Department of Labor to the grant under
12 which this Agreement is made, SUBGRANTEE or PRIME SPONSOR
13 shall terminate this Agreement by giving written notice
14 to PRIME SPONSOR or SUBGRANTEE, respectively signifying
15 the effective date thereof. Notwithstanding the above,
16 SUBGRANTEE shall not be relieved of liability to PRIME
17 SPONSOR for damages sustained by PRIME SPONSOR by virtue
18 of any breach of the Agreement by subgrantee and PRIME
19 SPONSOR may withhold any reimbursement to SUBGRANTEE for
20 the purpose of setoff until such time as the exact amount
21 of damages due PRIME SPONSOR from SUBGRANTEE is agreed
22 upon or otherwise determined.

Micro Fiched

23 B. For Convenience. PRIME SPONSOR may terminate this Agree-
24 ment at any time by giving written notice to SUBGRANTEE
25 of such termination and specifying the effective date
26 thereof, at least 30 days before the effective date of
27 such termination. If the Agreement is terminated by
28 PRIME SPONSOR as provided herein, SUBGRANTEE will be

1 paid an amount which bears the same ratio to the total
2 compensation as the services actually performed bears to
3 the total services of SUBGRANTEE covered by this Agree-
4 ment, less payments of compensation previously made.

5 7. LAWS: SUBGRANTEE shall comply with all the applicable laws,
6 ordinances, codes of the State of California and local governments. SUBGRANTEE
7 shall comply with terms and conditions of the Comprehensive Employment and
8 Training Act of 1973 as amended, including the Emergency Job Program Extension
9 Act of 1973 and any regulation promulgated thereunder.

Micro Fiched

10 8. EXCULPATORY CLAUSE: SUBGRANTEE shall indemnify and hold
11 harmless and defend PRIME SPONSOR, its officers, employees and agents from and
12 against all claims, losses, liabilities, or damages, including attorney fees,
13 arising out of or resulting from the performance of this Agreement, caused in
14 whole or in part by any negligent act or commission of SUBGRANTEE or anyone
15 directly or indirectly employed by SUBGRANTEE, regardless of whether or not it
16 is caused in part by a party indemnified hereunder.

17 9. INTEREST OF SUBGRANTEE: SUBGRANTEE covenants that it pre-
18 sently has no interest and shall not acquire any interest direct or indirect,
19 which would conflict in any manner or degree with the performance of services
20 required to be performed under this Agreement. SUBGRANTEE further covenants
21 that in the performance of this Agreement no person having any such interest
22 shall be employed.

23 10. MAINTENANCE OF EFFORT: SUBGRANTEE may not terminate, layoff,
24 or reduce the working hours of an employee in anticipation of hiring an indivi-
25 dual with funds available under Title VI. In addition, no participant shall be
26 used to fill positions or provide services normally provided by temporary, part-
27 time, or seasonal workers or contracted out, or to fill full-time vacancies.
28 SUBGRANTEE shall not hire any person into any job funded under Title VI when any

1 other person is on lay-off from the same or any substantially equivalent job.

2 11. GOVERNMENT: It is understood by the parties hereto that the
3 Federal Government will not be obligated or liable to SUBGRANTEE as a condition
4 of this Agreement.

5 12. LEGAL RELATIONSHIP:

6 A. It is herein understood and agreed that SUBGRANTEE is an
7 independent contractor and that no relationship of
8 employer-employee exists between the parties hereto.
9 That SUBGRANTEE shall not be entitled to any benefits
10 available to employees of PRIME SPONSOR. That PRIME
11 SPONSOR is not required to make any deductions from the
12 compensation payable to SUBGRANTEE under the provisions
13 of this Agreement; that as an independent contractor,
14 SUBGRANTEE thereby holds PRIME SPONSOR harmless from any
15 and all claims that may be made against PRIME SPONSOR
16 based upon any contention by and third party that an
17 employer-employee relationship exists by reason of this
18 Agreement.

Micro Fiched

19 B. It is further understood and agreed by the parties hereto
20 that SUBGRANTEE in the performance of its obligations
21 hereunder is subject to the control or direction of
22 PRIME SPONSOR as to the result to be accomplished by the
23 services herein agreed to be rendered and performed as
24 well as to the means and methods for accomplishing the
25 result.

26 C. If, in the performance of this Agreement, any third
27 persons are employed as employees of SUBGRANTEE, such
28 persons shall be employed by and shall be entirely and

1 exclusively under direction, supervision and control of
2 said SUBGRANTEE. All terms of employment of said person,
3 including hours, wages, working conditions, discipline,
4 hiring and discharging or any other terms of employment
5 or requirements of law, shall be made by said SUBGRANTEE,
6 and PRIME SPONSOR shall have no right or authority over
7 said persons or the terms of such employment.

Micro Fiched

8 D. SUBGRANTEE, as an independent employer, shall be liable
9 and hereby expressly assumes and accepts exclusive lia-
10 bility as an employer under the Federal Insurance Contri-
11 butions Act, Federal Social Security Acts, or any other
12 Federal or State laws or acts which in any way affect or
13 relate to the relationship of employer and employee, and
14 shall be liable for any Social Security, unemployment,
15 or other taxes or penalties arising or levied by reason
16 of the employment of such persons employed by it. PRIME
17 SPONSOR shall not be liable for any workmen's compensa-
18 tion or other benefits accruing under any Federal or State
19 law or acts to any persons employed by the said SUBGRANTEE
20 under this Agreement, but such liability, if any, shall
21 be exclusively that of SUBGRANTEE.

22 13. PERSONNEL:

23 A. SUBGRANTEE represents that it has, or will secure at its
24 own expense, all personnel required in performing the
25 services under this Agreement. All Project Personnel
26 hired by SUBGRANTEE shall be eligible EDD certified PSE
27 participants and verification of such eligibility is the
28 responsibility of the SUBGRANTEE. However, such personnel

shall not be employees of or have any individual contracted relationship with PRIME SPONSOR.

B. All of the services required hereunder will be performed by SUBGRANTEE or under its supervision, and all personnel engaged in the work shall meet SUBGRANTEE's employment qualifications and shall be authorized under state and local law to perform such services.

C. RETENTION OF RECORDS: Certification of participants, CETA eligibility, books, financial records, supporting documents, personnel and other documents pertinent to the Agreement must be maintained for a period of three years after termination of the Agreement.

D. None of the participants hired under this Agreement shall be utilized for service not covered by the PROJECT ABSTRACT.

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E. None of the Projects activities covered by this Agreement shall be sub-contracted.

14. NON DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: No person shall on the ground of race, creed, color, handicap, National origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities funded in whole or in part with funds under the Act.

15. ASSIGNMENTS: This agreement is not assignable by SUBGRANTEE either in whole or in part.

16. ALTERATIONS: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

17. WAIVER: The waiver by PRIME SPONSOR of any default, breach

1 or condition precedent shall not be construed as a waiver on the part of the
2 PRIME SPONSOR or any other default, breach or condition precedent, or any other
3 right hereunder.

4 18. SUCCESSORS: This Agreement shall bind and insure to the
5 successors in interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if
6 such party has been expressly named herein. Micro Fiched

7 19. NEPOTISM: Neither SUBGRANTEE nor any of SUBGRANTEE's con-
8 tractors shall hire or cause or allow to be hired, a person into an administrative
9 capacity, staff position or public service employment position funded under CETA,
10 if a member of his or her immediate family is employed in an administrative
11 capacity for the PRIME SPONSOR. However, where a state or local statute re-
12 garding nepotism exists which is more restrictive than the above policy, the
13 eligible applicant should follow the state or local statute in lieu of the policy.

14 A. The term "member of the immediate family" includes:
15 wife, husband, son, daughter, mother, father, brother,
16 brother-in-law, sister, sister-in-law, son-in-law,
17 daughter-in-law, father-in-law, mother-in-law, aunt,
18 uncle, niece, nephew, step-parent, and step-child.

19 B. The term "administrative capacity" includes those who
20 have overall administrative responsibility for a hiring
21 or supervisory program as set forth in 29 CFR § 99.99.

22 C. The term "staff position" includes all CETA staff
23 positions funded under the Act, such as instructors,
24 counsellors and other staff involved in administrative,
25 training or service activities.

PRIME SPONSOR

Date Sept. 26, 1978

Signature of Authorized Officer

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

Title of Authorized Officer

East Yolo Community Services District

Legal Name of Subgrantee

Signature of Authorized Officer

David A. Breninger, General
Manager/Secretary

Title of Authorized Officer

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POSITION LISTINGS
TITLE VI
PROJECTS
EAST YOLO COMMUNITY SERVICE DISTRICT

	<u>POSITIONS</u>	<u>SALARY & BENEFITS</u> <u>10/1/78 - 12/31/78</u>
One	Groundsworker I	\$ 3,456
One	Groundsworker I	3,456
One	Groundsworker I	3,456
One	Groundsworker I	3,457
<u>One</u>	Groundsworker I	<u>3,457</u>
Five	Total	<u><u>\$ 17,282</u></u>

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PROPOSAL FORMAT

FOR

TITLE VI PUBLIC SERVICE PROJECT APPLICATIONS

Micro Fiched

YOLO COUNTY

C

Project Name DEVELOPMENT OF NEIGHBORHOOD PARKS

Organizational Name EAST YOLO COMMUNITY SERVICES DISTRICT

Organizational Address 1951 SOUT RIVER ROAD, WEST SACRAMENTO, CALIF. 95691

Telephone Number 1-916-371-5132

Director's Name MR. CARL LANDERMAN, PRESIDENT OF BOARD OF DIRECTORS

Person(s) to Contact WALT GIBSON, ACTING GENERAL MANAGER/SECRETARY

Authorized Signature Walt Gibson

1. Type of Organization

Local Government

Community Based Non-Profit Organization

Community Action Agency

Educational Institution

Prime Sponsor

Other: (Cannot be private-for-profit)

State: LOCAL GOVERNMENT

2. Project Description (Positions must be in the Public Service Employment Mode)

a. What is the task to be performed? MAINTAIN EXISTING PARKS, CUT GRASS
HELP REPAIR SPRINKLER SYSTEMS, MAINTAIN BUILDINGS (PAINT, ETC)

Micro Fiched

b. What are the expected results of this project? PROVIDE TRAINING TO
EMPLOYEES AND TO MAINTAIN THE COMMUNITY PARKS AND RECREATIONAL
FACILITIES IN A QUALITY MANNER

c. What is the Public Service provided by this project? TO PROVIDE
PARKS FACILITIES AND GREATLY NEEDED RECREATION AREAS FOR ALL
SEGMENTS OF THIS AREA

3. Describe concisely the Project (Task) and the activities necessary to accomplish it. (If more space is needed, attach an additional sheet.)

Specifically the activity to be accomplished will be those shown under #2 above at the following parks:

Sam Combs Park - Stone Blvd., West Sacramento
Memorial Park - 19th St., West Sacramento
Pennsylvania Park - Pennsylvania Ave., West Sacramento
Circle Park - Circle Street, West Sacramento

June 1978

GROUNDS WORKER I

DEFINITION: Under supervision, to perform routine and basic groundskeeping work in maintaining lawns and landscaped areas; and to do related work as required.

EXAMPLES OF
DUTIES:

Mows lawns, trims hedges; rakes grounds and picks up rubbish and paper; plants, cultivates, and irrigates lawns, flower beds, and other areas; operates power mowers and hedge trimmers; prunes and trims trees and shrubs; as directed applies fertilizers; weeds assigned areas; assists with the cleaning of sprinkler systems; maintains and performs minor repairs to gardening and grounds equipment.

MINIMUM
QUALIFICATIONS:

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License: Possession of a Class III California operator's license issued by the State Department of Motor Vehicles.

Education: Equivalent to the completion of the eighth grade.

Experience: Six months of experience in general gardening or grounds work.

Knowledge and Ability: Familiarity with routine gardening and groundskeeping methods; familiarity with tools, materials, and equipment used in gardening and groundskeeping work; familiarity with safe work practices; ability to operate hand and power gardening tools; ability to perform general manual laboring work; ability to understand and carry out oral and written directions; ability to establish and maintain cooperative relationships with those contacted in the course of work.

SALARY: \$ 725.00 per month.

4. Budget

Total Personnel Costs (A & B) \$69,127.55
 Attach itemized fringe benefits:

A. Salaries and Wages \$46,485.00

B. Fringe Benefits \$22,642.55

Total funds requested (Equals total personnel costs) \$ 69,127.55

Total positions requested 5

Average cost per position requested (total budget divided by number of positions) \$ 13,825.51

Complete the following information for each position requested.
 Attach job description sheet for each job title listed.*

Micro Fiched

<u>Job Title</u>	<u>Monthly Salary</u>	<u>Monthly Fringes Dollar Amount</u>	<u># of Months</u>	<u>Total Cost Per Position</u>
GROUNDS WORKER I	774.75	377.38	12	13,825.51
GROUNDS WORKER I	774.75	377.38	12	13,825.51
GROUNDS WORKER I	774.75	377.38	12	13,825.51
GROUNDS WORKER I	774.75	377.38	12	13,825.51
GROUNDS WORKER I	774.75	377.38	12	13,825.51

Duration of Projection

Estimated from AUGUST 1, 1978 to SEPTEMBER 30, 1979

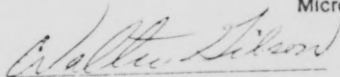
*Attach additional sheet if necessary.

5. Geographic area to be served by the Project: EAST YOLO
(WEST SACRAMENTO, BRODERICK, BRYTE)

6. Certification

- a. Is your Project a defined task that can be measured and is designed to provide a public service? Yes ☒ No ☐
- b. Does your Project provide a new kind of activity which would cease when the end product, representing the accomplishment of this group of persons working independently, is complete? Yes ☒ No ☐
- c. Will all persons enrolled to work on your Project be hired as Public Service Employees? Yes ☒ No ☐ AS TEMPORARY EMPLOYEES FOR ONE YEAR
- d. Has a maximum of \$10,000 per annum salary been acknowledged as payable by CETA for each Public Service Employee you plan to hire? (This salary may be supplemented by your organization.) Yes ☒ No ☐
- e. Is the task performed in your Project above and beyond those services customarily provided by state or local jurisdictions? Yes ☐ No ☒
- f. Has the work to be performed in your Project been compared with similar work performed by regular employees to assure that prevailing wages are paid? Yes ☒ No ☐

Micro Fiched



Authorized Signature

WALTER GIBSON, ACTING GENERAL MANAGER

7. Describe briefly the experience, if any, your organization has had in working with groups of disadvantaged and/or long-term unemployed people. If your organization has had no such previous experience, state why your program would be successful working with these groups.

WE FEEL OUR TRAINING IS AN EXCELLENT PROGRAM. IN THE PAST MANY OF OUR BEST WORKERS HAVE BEEN C.E.T.A. EMPLOYEES, THAT WERE LATER HIRED AS PERMANENT EMPLOYEES.

8. Describe the experience/qualifications and assigned duties of key personnel who will be supervising the project.

HOWARD ALLYN, THE PARKS MAINTENANCE LEADER, HAS WORKED FOR THE EAST YOLO COMMUNITY SERVICE DISTRICT SINCE AUGUST 1977. PRIOR TO THIS HE WAS EMPLOYED BY THE RANCHO CORDOVA PARK DISTRICT AND SAN JUAN SCHOOL DISTRICT. HE HAS BEEN INVOLVED IN ALL PHASES OF PARK AND SCHOOL MAINTENANCE.

JOSEPH TAVEIRA, FIELD SUPERVISOR, HAS WORKED FOR THE DISTRICT FOR 13 YEARS AND IS WELL VERSED IN ALL ASPECTS OF GROUND MAINTENANCE AND USE OF LIGHT AND HEAVY EQUIPMENT.

Micro Fiched

9. List the members on your Board of Directors. Please include the occupation and employer of each member.

<u>Board Member</u>	<u>Occupation and Employer</u>
GEORGE KRISTOFF	RETIRED
CARL LANDERMAN	RETIRED
JOHN FREEMAN	REAL ESTATE
LOIS QUAM	
JAKE MISFELDT	RETIRED

Micro Fiched

10. a. Describe the project in detail.
b. Describe the time frame for completing each phase of the project.
c. Describe who will have the responsibility of supervision over the proposed Public Service Employment positions. Supervisor(s) should already be a part of your organization. List the current job title(s) of those who will be assigned as supervisor(s).

UNDER SUPERVISION, TO PERFORM ROUTINE AND BASIC GROUNDSKEEPING WORK IN MAINTAINING LAWNS AND LANDSCAPED AREAS; AND TO DO RELATED WORK AS REQUIRED.

MOWS LAWNS, TRIMS HEDGES; CULTIVATES, AND IMMIGRATES LAWNS, FLOWER BEDS, AND OTHER AREAS; OPERATES POWER MOWERS AND HEDGE TIMMERS; PRUNES AND TRIMS TREES AND SHRUBS; AS DIRECTED APPLIES FERTILIZERS; WEEDS ASSIGNED AREAS; ASSISTS WITH THE CLEANING OF SPRINKLER SYSTEMS; MAINTAINS AND PERFORMS MINOR REPAIRS TO GARDENING AND GROUNDS EQUIPMENT.

Micro Fiched

ALL OF THESE PROJECTS ARE SPREAD OVER A 12 MONTH PERIOD. WITH UTILIZATION OF THE 5 GROUNDS WORKERS I, UNDER THE DIRECT SUPERVISION OF PARK MAINTENANCE LEADER, HOWARD ALLYN.

1. MR HOWARD ALLYN PARK MAINTENANCE LEADER WILL BE IN CHARGE OF SUPERVISION OF PARK EMPLOYEES AND WILL SCHEDULE ALL WORK TO BE PERFORMED BY SAME.
2. MR. JOSEPH TAVEIRA, FIELD SUPERVISOR

11. a. State in detail what community need this project fulfills.
b. Describe how this need was determined (i.e., cite studies, research, public hearings, etc.)
c. What evidence can you state that the community would place a high priority on this project.

(Supplemental pages may be attached for complete description)

- A) This project fulfills the need for recreation and open space areas for all of the people of East Yolo. Part of our program is to provide facilities for the elderly by providing a building and staff to have regular three-times-a-week activities. Also we have 4 existing parks that provide space for picnics, games and playgrounds for various age groups. The ball parks provide recreation not only for the ball players but also the spectators. The newly developed park facilities will require large amounts of initial first-year-effort. Once the facilities have been established, the public will have several badly needed recreation areas.

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- B) One of the reasons for establishing the East Yolo Community Services District was to have a local agency to assume the responsibility for the development of public recreation areas. The District recently completed a Master Plan Study that clearly outlined the recreation needs of the people of East Yolo. Other State agencies have recognized East Yolo's need for such facilities and have awarded us grants for park development. The District's Board of Directors and the District's Parks and Recreation Citizens Advisory Committee have gathered citizen input at numerous public meetings and the District is convinced of the need for developing new recreation facilities and improving the few existing recreation facilities.
- C) The public has definitely expressed their desire for recreation facilities and the District's Master Plan for Parks and Recreation has placed each of the recreation facilities (developed with the help of the project) in Priority Classification A - the projects that East Yolo most urgently needs.

12. List the number of Non-CETA full-time paid staff employed by your organization categorized as follows:

4 Professional

10 Skilled

3 Semi-Professional

0 Unskilled

5 Clerical

1 Semi-Skilled

TOTAL 23

Micro Fiched

13. Describe the facilities where the Project will be located and how these were determined. Why do you feel these accommodations would be the best for your Project?

The District has a large, well supplied base facility located at 1951 South River Road, West Sacramento, that houses the District Administrative Offices and Maintenance Division. The park lands that would be maintained are in West Sacramento, with undeveloped park land in the communities of Broderick, Bryte, and West Sacramento.

The Parks Maintenance Division is well supplied with the required equipment for this project. It is therefore the logical choice for basing the project at 1951 South River Road, West Sacramento.

Micro Fiched

14. Describe the organizational planning that has been done for the Project to ensure its operational success.

As previously stated, the need for maintaining these recreation facilities is acute and well documented.

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15. Administration and Operational Costs

a. List all CETA funds allocated to your organization

CETA TITLE	FUNDING DATES BEGINNING/ENDING	NUMBER OF POSITIONS	AMOUNT OF FUNDS
I			
II	10/1/77 9/30/78	2	\$26,926.00
III			
VI	7/25/77 7/24/78	5	\$54,702.00
TOTAL			

Micro Fiched

Comments:

- b. List all Non-CETA funding received or expected to be received by your organization for the period of January 1, 1977 through December 31, 1977.

List beginning and ending dates of your funding.

NON-CETA FUNDING SOURCE	FUNDING DATES BEGINNING/ENDING	AMOUNT OF FUNDS 1/1/77-12/31/77	PURPOSE OF FUNDING (What will be accomplished)
Plant Expansion	7/1/78 6/30/79	6,472,450.00	Provide Seniors Program
Seniors Revenue Sharing	7/1/78 9/30/78	1500.00	
Recreation Program	7/1/78 8/31/78	2990.00	
TOTAL			

Comments:

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Signature Page

In order for your Project to be funded by the Yolo County these documents (whichever are applicable to your organization) must be filled in our office.

Your Articles of Incorporation or Charter

Your By-Laws

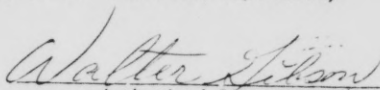
Your Internal Revenue Service Tax Exempt Status Letter

Your State of California Franchise Tax Board Extension

Even though you may have previously given copies of these documents to the SYETA, it is mandatory that another set of appropriate documents accompany this proposal.

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I hereby certify that this application for CLTA funding has been approved by this Organization's Governing Body, and that the information given is true and correct. (Private non-profit agencies are required to have the Chairperson/ President of their governing body sign as the authorized signature.)



Authorized Signature

7 - 19 - 78

Date

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and

b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act. Micro Fiched

2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).

b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- Micro Fiched
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).

l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).

Micro Fiched

m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their publication to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).

n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).

o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).

p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).

q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).

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- s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
- u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
- v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
- w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857CB(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec.305(a) of P.L. 95-93).

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On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(l) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.

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7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c)(4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).

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4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).

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10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).

11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).

12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).

13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

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In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

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Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

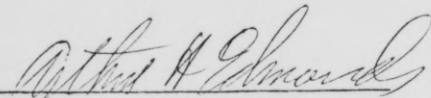
BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)

Micro Fiched



(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

SEP 26 1978

(Date of Application)

YOLO COUNTY MANPOWER ADMINISTRATION
SUBGRANT APPLICATION
SUBGRANTEE SIGNATURE SHEET
CETA TITLE II, VI AGREEMENT
AGREEMENT NO. 78-293

307 #2

Subgrantee Name		FILED
County Superintendent of Schools		
Address		OCT 3 1978
500 First Street		
City	Phone	LAURENCE P. HENIGAN, Clerk
Woodland, CA 95695	666-8563	By <i>Burland Rodgers</i> DEPUTY
Program Director		Micro Fiched

1. Amount of funds allocated per this subgrant is \$ 18,237.

2. Grant period begins October 1, 1978 and ends December 31, 1978.

It is expressly understood by SUBGRANTEE that the Yolo County Manpower Administration (Prime Sponsor) has made applications to the United States Department of Labor for a grant of funds under the Comprehensive Employment and Training Act of 1973 for the purpose of funding services under this contract and that Prime Sponsor is not obligated to provide funds to SUBGRANTEE and SUBGRANTEE is not obligated to provide services under the contract until such funds are made available to Yolo County Manpower Administration (Prime Sponsor) by the Department of Labor.

Approved claims shall be paid only from funds granted to Prime Sponsor by the United States Department of Labor.

(Legal Name of Subgrantee)	Yolo County Manpower Administration (Prime Sponsor)
<i>Sarah L. Potter</i> (Signature of Authorized Officer)	<i>Arthur J. Shuman</i>
(Typed Name and Title of Authorized Officer)	BOARD OF SUPERVISORS
	ATTEST:
	LAURENCE P. HENIGAN, COUNTY CLERK EX OFFICIO CLERK OF THE BOARD OF SUPERVISORS
	By <i>Debra E. Conley</i> DEPUTY

(SEAL)

FILED

1 AGREEMENT NO. 78-283

OCT 3 1978

2 LAURENCE P. HENIGAN, Clerk

3 By Beth Ann Rodriguez
4 1st day of DEPUTY October

5 THIS AGREEMENT made and entered into this
6 1978, by and between the COUNTY OF YOLO, a political subdivision of the State
7 of California, hereinafter referred to as PRIME SPONSOR, and the OFFICE OF THE
8 COUNTY SUPERINTENDENT OF SCHOOLS of the County of Yolo, State of California,
9 hereinafter referred to as SUBGRANTEE,

10 WITNESSETH:

Micro Fiched

- 11 1. PRIME SPONSOR serves as a PRIME SPONSOR for the UNITED STATES DEPARTMENT
12 OF LABOR, REGION IX, to undertake a program under Titles II and VI of the
13 Comprehensive Employment and Training Act of 1973.
14 2. PRIME SPONSOR desires to retain the services of SUBGRANTEE to aid in the
15 transition of participants in program under each title in Yolo County to
16 make the transition between subsidized training program participation and
17 unsubsidized full time permanent employment.
18 3. SUBGRANTEE desires to provide such services for the following purposes:
19 to aid in such transition and to meet the Yolo County goal of placing 50%
20 of all CETA participants into full time permanent employment, SUBGRANTEE
21 will provide career counseling, and information, training education, pre-
22 employment, counseling, vocational inventory testing, job development, job
23 placement, and follow-up services on an individual basis to participants
24 at various stages during and after their county involvement in CETA program.

25 AGREEMENTS:

- 26 1. SERVICES. In consideration of the covenants of PRIME SPONSOR herein,
27 SUBGRANTEE promises to provide services as follows:
28 A. Description. The services to be provided shall be as set forth in
Recital 3 above and in the Work Statement attached hereto.

1 B. Budget. Those services shall be provided in accordance with the Budget
2 attached hereto which sets forth the source of funds segregated by
3 Title of the Comprehensive Employment and Training Act of 1973 as
4 amended, and the cost category for expenditure of those funds. Services
5 provided under this contract shall be apportioned among Title II and
6 Title VI program activities in accordance with the source of funds as
7 indicated in the Budget. Micro Fiched

8 C. Assurances. Those services shall be provided in accordance with the
9 General and Special Assurances attached hereto.

10 D. Term. Services shall be provided during a term commencing on October 1,
11 1978 and ending on December 31, 1978. All services rendered and pay-
12 ments made in accordance with the provisions of this Agreement during
13 that term but before the execution of this Agreement by the parties are
14 hereby ratified and confirmed.

15 2. PAYMENT. In consideration of the covenants of SUBGRANTEE herein, PRIME
16 SPONSOR promises to pay to SUBGRANTEE the sum of EIGHTEEN THOUSAND TWO
17 HUNDRED THIRTY-SEVEN (18,237) DOLLARS in three equal installments. The
18 first installment shall be paid upon execution of this Agreement and each
19 installment thereafter shall be payable upon the monthly anniversary of the
20 term of this agreement; provided, however, SUBGRANTEE shall make expendi-
21 tures from some payments only in accordance with the public service program
22 budget attached hereto.

23 3. WITHHOLDINGS. PRIME SPONSOR reserves the right to withhold payments from
24 SUBGRANTEE when PRIME SPONSOR determines that SUBGRANTEE is not fulfilling
25 or has not fulfilled the terms of this Agreement.

26 4. PROPERTY. Any property acquired by SUBGRANTEE pursuant to this Agreement
27 shall be governed by the provisions of Attachment N of OMB Circular No.
28 A-102 and SUBGRANTEE shall be subject to the obligations of grantee set

1 forth therein, and as between PRIME SPONSOR and SUBGRANTEE, PRIME SPONSOR
2 shall have all the rights of grantee agency set forth therein. Generally
3 it is expected that grant property will be retained and used throughout its
4 useful life in the grant program for which it was acquired or if that pro-
5 gram is terminated, or if the property is no longer needed in the program,
6 in any similar program of SUBGRANTEE, or PRIME SPONSOR.

7 5. TERMINATION.

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8 A. For Cause. If through any cause SUBGRANTEE shall fail to fulfill in
9 timely and proper manner its obligations under this Agreement or if
10 SUBGRANTEE shall violate any of the covenants or stipulations of this
11 Agreement, or if the grant from the U. S. Department of Labor under
12 which this Agreement is made is terminated by PRIME SPONSOR shall there-
13 upon have the right to terminate this Agreement by giving written notice
14 to SUBGRANTEE of such termination and specifying the effective date
15 thereof. If SUBGRANTEE is unable or unwilling to comply with such
16 additional conditions as may be lawfully applied by the U. S. Department
17 of Labor to the grant under which this Agreement is made, SUBGRANTEE
18 shall terminate this Agreement by giving written notice to PRIME SPON-
19 SOR signifying the effective date thereof. In the event of termination,
20 all property and finished or unfinished documents, data, studies and
21 reports purchased or prepared by SUBGRANTEE under this Agreement shall,
22 at the option of PRIME SPONSOR, become property of PRIME SPONSOR and
23 SUBGRANTEE shall be entitled to compensation for any unreimbursed ex-
24 penses necessarily incurred in satisfactory performance of the Agreement.
25 Notwithstanding the above, the SUBGRANTEE shall not be relieved of
26 liability to PRIME SPONSOR for damages sustained by PRIME SPONSOR by
27 virtue of any breach of the Agreement by SUBGRANTEE and PRIME SPONSOR
28 may withhold any reimbursement to SUBGRANTEE for the purposes of setoff

1 until such time as the exact amount of damages due PRIME SPONSOR from
2 SUBGRANTEE is agreed upon or otherwise determined.

3 B. For Convenience. PRIME SPONSOR may terminate this Agreement at any
4 time by giving written notice to SUBGRANTEE of such termination and
5 specifying the effective date thereof, at least thirty (30) days be-
6 fore the effective date of such termination. In that event, all
7 finished or unfinished documents and other materials as described in
8 Paragraph A hereof shall, at the option of PRIME SPONSOR, become its
9 property. If the Agreement is terminated by PRIME SPONSOR as provided
10 herein, SUBGRANTEE will be paid an amount which bears the same ratio
11 to the total compensation as the services actually performed bear to
12 the total services of the SUBGRANTEE covered by this Agreement, ^{Micro Fiched} less
13 payments of compensation previously made; Provided, however, that if
14 less than 60 percent of the services covered by this Agreement have
15 been performed upon the effective date of such termination, the SUB-
16 GRANTEE shall be reimbursed (in addition to the above payment) for
17 that portion of the actual out-of-pocket expenses (not otherwise reim-
18 bursed under this Agreement) incurred by the SUBGRANTEE during the
19 Agreement Period which are directly attributable to the uncompleted
20 portion of the services covered by this Agreement. If this Agreement
21 is terminated due to the fault of the SUBGRANTEE, Paragraph A hereof
22 relative to termination shall apply.

23 6. CONTINGENT FEE. SUBGRANTEE warrants that no person or selling agency or
24 other organization has been employed or retained to solicit or secure this
25 Agreement upon an agreement or understanding for commission, percentage,
26 brokerage, or contingency fee. For breach or violation of this covenant,
27 PRIME SPONSOR shall have the right to annul this Agreement without liabi-
28 lity or, in its discretion, to deduct from the compensation or otherwise

- 1 recover, the full amount of such commission, percentage, brokerage, or
2 contingent fee.
- 3 7. LAWS. SUBGRANTEE shall comply with all the applicable laws, ordinances,
4 and codes of the State of California and local governments.
- 5 8. EXCULPATORY CLAUSE. SUBGRANTEE shall indemnify and hold harmless and de-
6 fend PRIME SPONSOR, its officers, employees and agents from and against all
7 claims, losses, liabilities, or damages, including attorney fees, arising
8 out of or resulting from the performance of this Agreement, caused in whole
9 or in part by any negligent act or omission of SUBGRANTEE or anyone direct-
10 ly or indirectly employed by SUBGRANTEE, regardless of whether or not it
11 is caused in part by a party indemnified hereunder. **Micro Fiched**
- 12 9. RIGHTS. SUBGRANTEE agrees to and does hereby grant to the Federal Govern-
13 ment a royalty-free, non-exclusive and irrevocable license throughout the
14 world for government purposes to publish, translate, reproduce, and other-
15 wise use and dispose of, and to authorize others to do so, all data, in-
16 cluding reports, patents, copyrights, drawings, blueprints and technical
17 information resulting from the performance of the work under this Agreement.
18 SUBGRANTEE will not include copyrighted matter in the material furnished
19 under this Agreement without written permission from the copyright owner.
- 20 10. INTEREST OF SUBGRANTEE. SUBGRANTEE covenants that he presently has no
21 interest and shall not acquire any interest, direct or indirect, which
22 would conflict in any manner or degree with the performance of services
23 required to be performed under this Agreement. SUBGRANTEE further covenants
24 that in the performance of this Agreement no person having any such interest
25 shall be employed.
- 26 11. RIGHT TO REUSE. If, under the provisions of this Agreement, SUBGRANTEE
27 develops any systems analysis products, models, electronic data processing
28 systems, software and related services, SUBGRANTEE agrees that the methods,

materials, logic, and systems developed pursuant to this Agreement shall be the property of PRIME SPONSOR, and may be used as PRIME SPONSOR sees fit, including the right to reuse and publish the same without limitation.

12. FEDERAL AID. It is understood by the parties hereto that neither this Agreement nor any agreement pursuant hereto shall obligate the Federal Government to enter into any agreement with SUBGRANTEE or any other entity for federal financial assistance in connection with this Agreement; or for the planning or undertaking of any work element not included in this Agreement. Any such agreement will be entered into at the sole discretion of the Federal Government.

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13. GOVERNMENT. It is understood by the parties hereto that the Federal Government will not be obligated or liable to SUBGRANTEE as a condition of this Agreement.

14. LEGAL RELATIONSHIP.

A. It is herein understood and agreed that SUBGRANTEE is an independent contractor and that no relationship of employer-employee exists between the parties hereto. That SUBGRANTEE shall not be entitled to any benefits available to employees of PRIME SPONSOR. That PRIME SPONSOR is not required to make any deductions from the compensation payable to SUBGRANTEE under the provisions of this Agreement; that as an independent contractor, SUBGRANTEE thereby holds PRIME SPONSOR harmless from any and all claims that may be made against PRIME SPONSOR based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

B. It is further understood and agreed by the parties hereto that SUBGRANTEE in the performance of its obligations hereunder is subject to the control or direction of PRIME SPONSOR merely as to the result to be accomplished by the services herein agreed to be rendered and performed

1 and not as to the means and methods for accomplishing the result.

2 C. If, in the performance of this Agreement, any third persons are
3 employed as employees of SUBGRANTEE, such person shall be employed by
4 and shall be entirely and exclusively under direction, supervision and
5 control of said SUBGRANTEE. All terms of employment of said persons,
6 including hours, wages, working conditions, discipline, hiring and
7 discharging or any other terms of employment or requirements of law,
8 shall be made by said SUBGRANTEE, and PRIME SPONSOR shall have no right
9 or authority over said persons or the terms of such employment.

10 D. SUBGRANTEE, as an independent employer, shall be liable and hereby **Micro Fiched**
11 expressly assumes and accepts exclusive liability as an employer under
12 the Federal Insurance Contributions Act, the Federal Unemployment Tax
13 Act, Federal Social Security Acts, the Unemployment Compensation Act,
14 or any other Federal or State laws or acts which in any way affect or
15 relate to the relationship of employer and employee, and shall be liable
16 for any Social Security, Unemployment Compensation or other taxes or
17 penalties arising or levied by reason of the employment of such persons
18 employed by it. PRIME SPONSOR shall not be liable for any workmen's
19 compensation or other benefits accruing under any Federal or State law
20 or acts to any persons employed by the said SUBGRANTEE under this
21 Agreement, but such liability, if any, shall be exclusively that of
22 SUBGRANTEE.

23 15. PERSONNEL.

24 A. SUBGRANTEE represents that he has, or will secure at his own expense,
25 all personnel required in performing the services under this Agreement.
26 Such personnel shall not be employees of or have any contractual re-
27 lationship with PRIME SPONSOR.

28 B. All of the services required hereunder will be performed by SUBGRANTEE

1 or under his supervision, and all personnel engaged in the work shall
2 be fully qualified and shall be authorized under State and local law
3 to perform such services.

4 C. None of the work or services covered by this Agreement shall be sub-
5 contracted without the prior written approval of the Auditor of PRIME
6 SPONSOR.

7 16. ASSIGNMENTS. Without the written consent of PRIME SPONSOR, this Agreement
8 is not assignable by SUBGRANTEE either in whole or in part.

9 17. ALTERATIONS. No alteration or variation of the terms of this Agreement
10 shall be valid unless made in writing and signed by the parties hereto.

11 18. WAIVER. The waiver by PRIME SPONSOR of any default, breach or conditions **Micro Fiched**
12 precedent shall not be construed as a waiver on the part of PRIME SPONSOR
13 of any other default, breach or condition precedent, or any other right
14 hereunder.

15 19. SUCCESSORS. This Agreement shall bind and insure to the successors in
16 interest of PRIME SPONSOR and SUBGRANTEE in the same manner as if such party
17 had been expressly named herein.

18 20. TIME. Time is the essence of this Agreement.

19 21. SUPPLEMENTAL SUBGRANT. The subgrant set forth in this Agreement is funded
20 from administrative monies made available under the CETA program by the
21 U. S. Department of Labor to the PRIME SPONSOR. It was made on certain
22 conditions including the use of the funds for certain specified target
23 groups and approval of definitive terms for performance in relation to the
24 funds. SUBGRANTEE agrees to use the funds subgranted by this Agreement
25 only in accordance with the mentioned conditions and definitive terms for
26 performance approved by the U. S. Department of Labor.

27 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as
28 of the day and year hereinabove set forth.

PRIME SPONSOR:

COUNTY OF YOLO, a political subdivision of the State of California

BY *Arthur H. Edmunds*
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY *Abraham E. Conley*
DEPUTY
(SEAL)

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SUBGRANTEE:

Seah L. Patten
COUNTY SUPERINTENDENT OF SCHOOLS

PROGRAM NARRATIVE

CETA TITLE II AND TITLE VI

A. Methods of Recruitment and Selection

Applicants to be employed under the grant requested in this application will be recruited utilizing the following method:

1. Under the provisions of the Prime Sponsor Agreement (PSA) for Yolo County Project MOVE (More Oppportunity through Varied Education) provides recruitment and intake services throughout its jurisdiction. While the recruitment is centralized in a single system, it is geographically decentralized to cover the whole county.
2. Disabled and Special Veterans and those who received other than a dishonorable discharge are given special consideration through several mechanisms:

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- (a) The Employment Service is advised of job vacancies and training opportunities approximately forty-eight hours in advance of other organizations, and special coordination efforts have been developed to encourage veteran participation in all C.E.T.A. activities;
 - (b) Yolo County has classified veterans as a significant segment which automatically provides for special consideration; and
 - (c) Veterans are provided employment opportunities which relate to the skills each has obtained or has utilized during military service.
3. Job announcements will be prepared which will be placed on bulletin boards in various agency locations. Job announcements will also be sent to the County Welfare Department, Economic Opportunity Commission, Woodland and East Yolo Concilio, and Veterans Service Offices.

Eligibility of applicants for CETA positions will be determined by Project MOVE. For Title VI positions, the Employment Development Department and Yolo County Welfare Department are also involved in determining participant eligibility. An eligible CETA applicant will be given a "Verification of Eligibility" card which will be signed by a representative of EDD to verify amount of time applicant was unemployed or a representative of the Welfare Department if the applicant is an AFDC recipient.

CETA regulations and the Prime Sponsor Agreement both require preference in selection be given to certain population segments. Subgrantees are expected to comply with the preference requirements in selecting an applicant to fill the position vacancy.

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Preference shall be given to unemployed persons who are most severely disadvantaged: veterans who served on active duty in the Armed Forces for a period of more than 180 days during the period of August 5, 1964 to May 7, 1975 and who received other than a dishonorable discharge; veterans released from active duty in the Armed Forces for a service-connected disability; veterans who have been discharged within four years of application for a CETA position and who received other than a dishonorable discharge; welfare recipients, former manpower trainees; non-English speaking people; and those people who are mentally or physically handicapped, but who can perform certain functions.

The selection of participants shall be based primarily on preferential priorities listed above, application review, and oral interviews before a personnel representative, unit supervisor or a qualification board. Applicants for the clerk typist positions in most instances will be required to pass a qualifying typing test. Written tests for most positions will not

be required. In some agencies, an applicant prior to employment, will have to pass a physical examination which shall be paid for by the agency unless included in their budget request for CETA funds. All applicants for CETA positions should be notified in writing by the hiring agency as to the status of their application. This is to include notifying individuals who are determined not qualified to interview for the position and also individuals who have interviewed but have not been selected.

As vacancies occur in CETA positions, agencies should contract the MOVE office CETA Outreach Workers who will put the recruitment process in motion. When individuals are selected to fill vacant positions, the MOVE Project should again be notified so that the necessary enrollment forms can be complete.

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B. Orientation

As in the case of regular employees, Comprehensive Employment and Training Act (CETA) participants will be given information on all of the fringe benefits they are entitled to and how they may apply. Orientation should also cover your agency's personnel standards and complaint resolution procedures. A letter from the Manpower Coordinator for distribution to CETA employees (Exhibit A) describing the rights and benefits in connection with a participant's employment under CETA shall also be given to each participant. Immediate supervisors shall be charged with the responsibility of assuring the CETA participant receives a complete orientation to include an explanation of the operation and organization of the department or agency the participant will be working in, the duties to be performed, and an introduction to all those working in the same office. During the initial training, the participant will be under close supervision. The Manpower Coordinator or his representative, at the time of onsite monitoring or regular visit, shall

ascertain if the participant has been satisfactorily acquainted with all aspects of the job, and if not, shall recommend provisions for this to be done.

The manpower representative, in most instances, will be an Outreach Worker from MOVE to give supportive services to participants in CETA.

C. Training and Supportive Services

All possible in-service training and job-related vocational education will be made available to participants employed under CETA. Encouragement shall be given through periodic counselling by immediate supervisors for participants to take tests administered by the State Personnel Board, the County Merit System Bureau, the County Personnel Department, and other local agencies to assure not only possible attainment of permanent status in the jobs where they are already functioning but job placement in the commercial or industrial communities and career advancement and to increase their employment potential. Supervisors will be requested to follow through on the training and/or employment plans initially developed for each individual participant to ensure that educational and experience requirements of the specific occupation are met in full.

Costs of tuition, travel and books of the participant may be reimbursed from CETA administrative funds, if such funds are available, the costs are not excessive, and the Yolo County Manpower Coordinator has approved the written request for such training in advance of any costs for training being incurred.

Other Manpower Programs will serve as an important referral source and shall be contacted for the possibility of providing an employment opportunity for a trained CETA participant who has been unable to be hired due to budgetary limitations and may be disadvantaged and receiving public assistance. The

Department of Vocational Rehabilitation shall also be utilized as a recruitment source for CETA participants.

Maximum utilization will be made of the local adult education systems to give participants the necessary proficiency in typing, office machines and vocational skills to be able to compete effectively in the labor market. During counselling sessions with participants by immediate supervisors, the Manpower Coordinator or by his representatives, attendance in classes for high school credit will be encouraged for those who may lack the job prerequisite of a diploma and for others who may need related course instruction to attain a more comprehensive understanding of their work. Guidance will be given to those whose highest educational level attained was the tenth grade to take classes which will help them pass the General Education Development Test (GED). This test is administered by most of the school districts and once passed gives the individual the equivalent status of a high school graduate.

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It will be recommended to participants who are placed in highly specialized types of jobs to take advantage of courses being offered in the various junior colleges and universities in the Sacramento labor market areas. These educational institutions are: the Woodland Center Yuba College, the University of California at Davis, Sacramento State University, Sacramento City College, American River College, and Consummes River College. Participants will be advised such courses provide a valuable supplement to on-the-job training and in-service training offered by many of the agencies will also help to increase the individual chances for advancement to higher level positions.

D. Compensation of Participants

The rate of compensation requested for each occupation is the same rate of pay that each agency currently is authorized to pay employees in the classification identified. These salary rates have been determined on the basis of salary surveys conducted to establish wages paid to employees of public and private employers for work requiring similar abilities, skills and responsibilities.

E. Career Development

1. Ongoing reviews of the classification plans are being made within County departments which have consisted of analyzing the duties and responsibilities of each position and the necessary requirements to fill the position. All agencies are encouraged to make the same type of review if they have not already done so. Such reviews will be done on a continuing basis in view of federal requirements to modify or eliminate practices that might be artificial barriers to employment.

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Since most all of the communities in the County are expanding rapidly there is becoming an increasing need for a greater number and variety of services to be offered. Indications are already more than apparent that in occupational fields such as clerical, probation, and maintenance that expansion will be necessary to meet public demands which will create new openings in both entry-level and promotional positions. Classification plans in many agencies throughout the County contain numerous class series which are identified in most instances by a I, II, or III after the title. A typical example of a class series is a Clerk Typist set up as follows: Clerk Typist I, Clerk Typist II and Clerk Typist III.

The class series concept permits employees to be promoted to the next higher class after they have attained the necessary experience and are able to perform their duties at the higher level expected. The CETA participants will be given the same training opportunities and consideration as are given to all employees in order to enhance their ability to effectively compete for promotional positions.

It is contemplated that participants will move from employment in positions funded by CETA to regular permanent positions in the commercial and industrial communities or to positions with the local governments within the funding period due to normal attrition occurring in the occupational fields.

Due to the temporary nature of the CETA program, CETA participants should be encouraged to make every effort to find permanent work, especially if chances are remote that the participant will be transitioned into the agency performing the training.

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In order that an employer not be taken advantage of by excessive absence from work while the participant is job "job search", it is recommended the immediate supervisor determine the following.

1. If the participant is going for a job interview the person to see, the place and time should all be identified.
2. If the participant is intending to make application for an opening advertised in the local media, a copy of the ad should be proof.

Approved requests for time off should be given with no dockage of pay. If you have any additional questions concerning this policy,

please do not hesitate to call the Manpower Administration Office.

2. Information is provided (Exhibit B & C) for distribution to immediate supervisors in all agencies from the Manpower Coordinator to help them give counselling to CETA participants. It consists primarily of material intended to assist the CETA participant not only to meet job standards but to point out opportunities for advancement through career development. This may in part be accomplished through attending courses offered by local adult school systems, junior colleges and universities located in the Sacramento labor market area. Counselling sessions shall take place during the evaluation of the CETA participant but no longer than every six months and more often when it is deemed advisable. The services of the Manpower Coordinator or his representative shall be made available in the event more intensive counselling is desired.

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3. As openings occur within regular employment of each of the agencies through normal turnover and as the Manpower Coordinator identifies job openings, consideration shall be given to CETA participants for such positions as they may qualify. Each participant shall be first given such an opportunity once the six month probationary period has been satisfactorily completed and as often as possible thereafter. The Manpower Coordinator or the MOVE Project Outreach Worker, shall be contacted at this time to ascertain through available resources if positions of equivalent standards exist in the private sector. If such is the case, the Manpower Coordinator or the MOVE Project Outreach Worker, shall assist the CETA participant to make contact with a potential employer.

EXHIBIT A

TO: CETA Participants

FROM: Manpower Coordinator
Personnel Services
Room 102, Courthouse
Woodland, CA 95695

Congratulations on becoming a CETA participant in the agency in which you are employed. In your capacity there are certain elements of CETA which you should be familiar with to better understand your position.

The only difference between you and a regular employee is that you are paid entirely from federal funds although the method of payment is the same. You are entitled to the same fringe benefits. Be sure to read and understand any material given you. Ask questions of your supervisor on anything that is not clear. As a new person on the staff, you will be given orientation, individually or in a class, to explain your rights and responsibilities.

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The duties you are to perform have been written up a job description. Be sure you understand what is expected of you. If you feel you are not meeting all of the requirements of your job sufficiently, be sure to discuss with your supervisor what you can do to bring your work up to standard. If you do not have the educational level, such as a high school education, necessary for promotion, you may take classes through the local adult education system. If your job is highly specialized, there are courses offered in the junior colleges and universities in the immediate area which can assist you to achieve a higher level of efficiency and increase your opportunity for career development.

Be sure to consult with your supervisor on taking tests which could lead to promotion. If you feel you are ready for a promotion and no permanent openings are available, or if you desire more intensive counselling, the Manpower Administration

Exhibit A - Cont'd

Office, or have your supervisor do so, for an appointment. If you qualify for any job openings in the labor area, I will be happy to recommend you to the employer. Also, I will be glad to discuss with you other educational and/or training situations which may help increase your opportunity to find permanent employment. In the event you are referred to a permanent position in the public or private sector of the economy and selected for the position your employment with the County will be terminated.

If I may be of further assistance, please do not hesitate to call me.

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EXHIBIT B

TO: County Departments and Subagents

FROM: Manpower Coordinator

Provisions of CETA are very specific with reference to the rights and benefits to which the CETA participant is entitled as well as to the responsibilities of immediate supervisors of participants.

In order to assist the immediate supervisor, a letter has been prepared containing information which may be of value to use at various times when counselling with the participant is deemed necessary or is required. The letter also points out certain responsibilities of the supervisor and suggested items for additional discussion with the participant.

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Another letter which may be given to the new participant refers to certain aspects of the job that the participant should know about such as fringe benefits, job duties and responsibilities, and opportunities for advancement. Sometimes passing on such information to the participant may be overlooked due to the daily pressures of the job.

It is hoped you will find these letters useful and that they will prove to be an important adjunct to the orientation and training that your agency regularly provides.

EXHIBIT C

TO: Immediate Supervisors of CETA Participants

FROM: Manpower Coordinator

You are one of those selected to supervise a CETA participant. The only difference from a regular employee is that the CETA participant is paid from federal funds although the method of payment is the same as for regular employees. CETA employees are entitled to all of the same benefits and considerations as regular employees.

In order to meet the provisions of the Comprehensive Employment and Training Act, there are certain responsibilities each of us has to assume. Most important of yours are as follows:

1. Explain all the employee fringe benefits and how to make application for them.
2. Explain exactly what is expected of the person performing the job assignment and what the duties include.
3. If your department conducts a special class for orientation, be sure your CETA participant attends.
4. Be sure to advise your CETA participant whenever a test is given for promotion to a higher position. It is important for career development.
5. Explain your local procedures covering complaints and grievances.

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Suggested items to discuss with the CETA participant are as follows:

1. As a supervisor, you are certainly aware of the prerequisites for the job as far as what qualifications a person needs to perform adequately. If, for instance, a CETA participant is not doing work up to the standard expected, or does not have a high school diploma necessary for a promotion, there are ways

you can help. You might suggest he or she contact the local school system to explore the possibility of taking a night refresher course, classes for graduation credit, or the General Educational Development test (GED). This is a test which, if passed, is generally accepted by most employers to be the equivalent of a high school education. The high school counselor should have the final word as to which course of action would be best to take.

2. If the participant is placed in a highly specialized type of work, you might suggest he or she take advantage of courses offered in the various junior colleges and universities in the Sacramento labor market area. In many agencies recommendations are made to take selected, specialized courses and the CETA participant shall be allowed to take advantage of them as well.

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In the event the CETA participant is considered to be fully employable and no position is available within the agency, or if more intensive counselling is desired, contact me to set up an appointment. Through my contacts with EDD, MOVE and other resources, I can readily establish what jobs, or educational and training situations are available. If a CETA participant qualifies for a job opening, I will be happy to make appropriate referrals to EDD and other pertinent placement agencies so that they can make arrangements with employers for interviews.

If I may be of further assistance, please do not hesitate to call me.

ASSURANCES AND CERTIFICATIONS

A. General Assurances

1. The applicant assures and certifies that:

- a. It will comply with the requirements of the Comprehensive Employment and Training Act (CETA) of 1973, as amended (P.L. 93-302, 87 Stat. 839 and P.L. 93-567, 88 Stat. 1845 and P.L. 94-444, hereinafter referred to as the Act, and with the regulations promulgated thereunder; and
- b. It will comply with OMB Circular number A-95 and Federal Management Circulars (FMC) 74-4 and 74-7, as those circulars relate to functions such as the utilization of funds, the operations of programs, and maintenance of records, books, accounts, and other documents under the Act.

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2. The applicant further assures and certifies that if the regulations promulgated pursuant to the Act are amended or revised, it shall comply with them.

3. In addition to the requirements of 1 and 2 above and consistent with the regulations issued pursuant to the Act, the applicant makes the following further assurances and certifications:

- a. It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passes as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required (sections 102(a); 701(a)(9) and (10)).
- b. It will comply with title VI of the Civil Rights Act of 1964, (P.L. 88-352).

- c. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Act (section 712).
- d. No person with responsibilities in the operation of any program under the Act will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, age, political affiliation or beliefs (section 703 (1)).
- e. It will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.
- f. It will comply with the provisions of the Hatch Act which limit the political activity of certain State and local government employees.
- g. It will comply with the requirement that no program under the Act shall involve political activities (section 710 and 703(2)).
- h. It will establish safeguards to prohibit employees from using their positions for private gain for themselves or others, particularly those with whom they have family, business, or other ties (section 702(a)).
- i. It will give the Secretary of Labor and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant (section 713 (2)).
- j. Participants in the program will not be employed on the construction, operation, or maintenance of that part of any facility which is used for religious instruction or worship (section 703(3)).

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- k. Appropriate standards for health and safety in work and training situations will be maintained (section 703 (5)).
- l. Conditions of employment or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the applicant (section 703(4)).
- m. Provision of worker's compensation protection to participants in on-the-job training, work experience, or public service employment programs under the Act at the same level and to the same extent as other employees of the employer who are covered by a State or industry worker's compensation statute; and provision of worker's compensation insurance or medical and accident insurance for injury or disease resulting from their participation to those individuals engaged in any program activity under the Act, i.e., work experience, on-the-job training, public service employment, classroom training, services to participants, and other activities, where others similarly engaged are not covered by applicable worker's compensation statute (sections 703(6) and 208(4)).
- Micro Fiched
- n. The program will not result in the displacement of employed workers or impair existing contracts for services or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed (section 703(7)).
- o. Training will not be for any occupations which require less than two weeks of pre-employment training, unless immediate employment opportunities are available in that occupation (section 703(3)).
- p. Training and related services will, to the extent practicable, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient (sections 703(9) and 105(a)(6)).
- q. Institutional skill training and training on the job shall be only for

occupations in which the Secretary or the prime sponsor has determined there is reasonable expectation for employment (section 703(10)).

- r. CETA funds will, to the extent practicable, be used to supplement, rather than supplant, the level of funds that would otherwise be available for the planning and administration of programs under the eligible applicant's grant (section 703(11)).
 - s. It will submit reports as required by the Secretary and will maintain records and provide access to them as necessary for the Secretary's review to assure that funds are being expended in accordance with the purposes and provisions of the Act, including the maintenance of records to assist the Secretary in determining the extent to which the program meets the special needs of disadvantaged, chronically unemployed, and low income persons for meaningful employment opportunities (sections 703(12) and 311(c)).
- Micro Fiched
- t. The program will, to the maximum extent feasible, contribute to the occupational development or upward mobility of individual participants (section 703(13)).
 - u. The program has adequate administrative and accounting controls, personnel standards, evaluation procedures, availability of in-service training and technical assistance programs, and other policies as may be necessary to promote the effective use of funds (section 703(14)).
 - v. The program makes appropriate provision for the manpower needs of youth in the area served (section 703(15)).
 - w. Individuals receiving training on the job or who are in public service employment jobs shall be compensated by the employer at such rates, including periodic increases, as may be deemed reasonable under regulations prescribed by the Secretary, but in no event at a rate which is less than the highest of: 1) the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act of 1938. The only exceptions to section 6(a)(1) are those pertaining to the Commonwealth of Puerto Rico, the Virgin Islands, and

American Samoa, where wages shall be consistent with provisions of the Federal, State, or local law, otherwise applicable. Wages paid to participants in the Trust Territory of the Pacific Islands shall be consistent with local law, except on Eniwetok Atoll and Kwajalein Atoll, where section 6(a)(1) is applicable; 2) the State or local minimum wage for the most nearly comparable covered employment; 3) the prevailing rates of pay for persons employed in similar occupations by the same employer; 4) the minimum entrance rate for inexperienced workers in the same occupation in the establishment or, if the occupation is new to the establishment, the prevailing entrance rate for the occupation among other establishments in the community or area or, any minimum rate required by an applicable collective bargaining agreement; 5) for participants on Federally funded or assisted construction projects, the prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, when such rates are required by the Federal statute under which the assistance was provided.

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- x. It will comply with the labor standards requirements set out in section 706 of the Act.
- y. Services and activities provided under this Act will be administered by or under the supervision of the applicant (sections 105(a)(1)(B) and 205(c)(1)).
- z. No funds made available under the Act shall be used for lobbying activities in violation of 18 USCA 1913.
- aa. If the applicant is financed by letter of credit:
 - (1) Letter of credit cash drawdowns will only be initiated when actually needed for its ETA grant(s) disbursements;
 - (2) Timely reporting of cash disbursements and balances will be made to the Employment and Training Administration as required;
 - (3) It will impose the same standards of timing and amount upon any secondary recipients including the furnishing of reports of cash disbursements and balances.

bb. For grants, subgrants, contracts, and subcontracts in excess of \$100,000, or where the contracting officer has determined that orders under an indefinite quantity contract or subcontract in any year will exceed \$100,000, or if a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857C8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(C)) and is listed by the Environmental Protection Agency (EPA) or is not otherwise exempt, the grantee assures that: 1) no facility to be utilized in the performance of the proposed grant has been listed on the EPA list of violating Facilities; and 3) it will include substantially this assurance, including this third part, in every non-exempt subgrant, contract, or subcontract.

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B. Additional Assurances for Title I Programs

In carrying out programs under Title I of the Act, the applicant assures that:

1. Manpower services, including job development, will be provided to those most in need of them including low income persons and persons of limited English-speaking ability, and that the need for continued funding of programs of demonstrated effectiveness is considered in serving such persons (section 105(a)(1)(D)).
2. Programs of institutional skill training shall be designed for occupations in which skill shortages exist (section 105(a)(6)).
3. The plan meets all the requirements of section 105(a) and the applicant will comply with all provisions of the Act (section 105(b)).
4. It will make such arrangements as are prescribed by regulation to assist the Secretary in carrying out his responsibilities under sections 105 and 108 of the Act (section 105(a)(7)).
5. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specific effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

Micro Fiched

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job training opportunities for veterans who have received other than a dishonorable discharge within 4 years before the date of their application (sec.305(a) of P.L. 95-93).

On a continuing and timely basis, information on job vacancies and training opportunities funded under Title I of the Act shall be provided to the State and local veterans employment service representative for the purpose of disseminating information to eligible veterans (section 104(b) of Emergency Jobs and Unemployment Assistance Act of 1974).

6. Appropriate arrangements will be made to promote maximum feasible use of apprenticeship and other on-the-job training opportunities available under section 1787 of title 38, United States Code.
7. It will not reduce the numbers of youth to be served from the previous year or decrease the extent of services offered to these youth (e.g., replace previously offered classroom training with only counseling) because of the availability of funds under Subpart 3, Part C of Title III (sec.346(a)-(2)).

C. Additional Assurances Relating to Public Service Employment Programs

Micro Fiched

For public service employment activity, the applicant further assures and certifies that:

1. Special consideration will be given to the filling of jobs which provide sufficient prospects for advancement or suitable continued employment by providing complementary training and manpower services designed to (1) promote the advancement of participants to employment or training opportunities suitable to the individuals involved, whether in the public or private sector of the economy, (2) provide participants with skills for which there is an anticipated high demand, or (3) provide participants with self-development skills; except where exempt under the provisions of section 604 of the Act, provided, however, that nothing contained in this paragraph shall be construed to preclude persons or programs for whom the foregoing goals are not feasible or appropriate (sections 205(c) (4) and 604).
2. To the extent feasible, public service jobs shall be provided in occupational

fields which are most likely to expand within the public or private sectors as the unemployment rate recedes except where exempt under section 604 of the Act (sections 205(c)(6) and 604).

3. Special consideration in filling transitional public service jobs will be given to unemployed persons who are the most severely disadvantaged in terms of the length of time they have been unemployed without assistance, but such special consideration shall not authorize the hiring of any person when any other person is on lay-off from the same or any substantially equivalent job (section 205(c)(7)).
 4. No funds will be used to hire any person to fill a job opening created by the action of an employer in laying off or terminating the employment of any other regular employee not supported under the Act in anticipation of filling the vacancy so created by hiring an employee to be supported under the Act (section 205(c)(8)).
- Micro Fiched
5. Due consideration will be given to persons who have participated in manpower training programs for whom employment opportunities would not otherwise be immediately available (section 205 (c)(9)).
 6. Periodic review procedures established pursuant to section 207 (a) of the Act will be complied with (section 205(c)(17)).
 7. Agencies and institutions to whom financial assistance is made available under this title have undertaken or will undertake, analyses of job descriptions and re-evaluations and, where shown necessary, revisions of qualification requirements at all levels of employment, including civil service requirements and practices relating thereto, in accordance with regulations prescribed by the Secretary, with the view toward removing artificial barriers to public employment of those whom it is the purpose of the Act to assist (section 205(c) (18)).
 8. Where appropriate, it will maintain or provide linkages with upgrading and other manpower programs for the purpose of (1) providing those

persons employed in public service jobs who want to pursue work with the employer, in the same or similar work, with opportunities to do so and to find permanent, upwardly mobile careers in that field, and (2) providing those persons so employed who do not wish to pursue permanent careers in such field, with opportunities to seek, prepare for, and obtain work in other fields (sections 205(c)(19) and 604).

9. The program will, to the maximum extent feasible, contribute to the elimination of artificial barriers to employment and occupations advancement, including opportunities for the disadvantaged (section 205(c)(21)).
10. Not more than one-third of the participants in the program will be employed in a bona fide professional capacity (as such term is used in section 13(a)(1) of the Fair Labor Standards Act of 1938), except that this paragraph shall not be applicable in the case of participants employed as classroom teachers, and the Secretary may waive this limitation in exceptional circumstances (section 205(c)(22)).
11. Jobs will be allocated equitably to local governments and agencies taking into account the number of unemployed persons within their jurisdictions and the needs of the agencies (section 205(c)(23)).
12. The jobs in each promotional line in no way infringe upon the promotional opportunities which would otherwise be available to persons currently employed in public service jobs not subsidized under the Act, and assure that no job will be filled in other than an entry level position in each promotional line until applicable personnel procedures and collective bargaining agreements have been complied with (section 205(c)(24)).
13. Jobs are in addition to those that would be funded by the sponsor in the absence of assistance under the Act (section 205(c)(24)).

Micro Fiched

14. It will take appropriate steps to provide for the increased participation of qualified disabled veterans and qualified Vietnam-era veterans who are under 35 years of age. Specified effort should be made to develop appropriate full or part-time opportunities for such veterans. Each prime sponsor shall develop local goals for service to such veterans taking into consideration their numbers and the number of qualified persons in other significant segments of the population in the area served. The prime sponsor should utilize the assistance of the State and local veterans employment service representative in meeting these goals.

In addition, prime sponsors shall, in filling public service jobs, give special consideration to special veterans; and they shall exercise maximum efforts to design jobs and job-training opportunities for veterans who have received other than a dishonorable discharge within four years before the date of their applications (sec.305(a) of Publ. L. 95-93).

Micro Fiched

In order to insure special consideration for veterans, all public service employment vacancies, except those to which former employers are being recalled, must be listed with the State employment service at least 48 hours (excluding Saturdays, Sundays, and holidays) before such vacancies are filled. During this period, the employment service, upon request, may also refer members of other significant segments. All other applicants are to be referred after the 48-hour period (section 205(c)(5)). The eligible applicant should utilize the assistance of State and local veterans employment representatives in meeting its program goals.

Each eligible applicant shall, on a continuing and timely basis, provide information on job vacancies and training opportunities funded under the Act to State and local veterans employment representatives and to other veteran organizations for the purpose of dis-

seminating information to eligible veterans (section 104(b) of the Emergency Jobs and Unemployment Assistance Act of 1974).

15. To the extent possible, administrative staff shall be drawn from unemployed and underemployed persons (section 205(c)(201)).

D. Additional Assurances for Title II Programs

All assurances in C above apply to public service programs funded under Title II. In addition, the applicant assures that:

Only persons residing within the areas of substantial unemployment qualifying for assistance will be hired to fill jobs created under title II of the Act and the public services provided by such jobs, shall, to the extent feasible, be designed to benefit the residents of such areas (section 205(c)(3)).

E. Additional Assurances for Title VI Programs

Micro Fiched

All assurances in C above apply to public service programs under title VI. In addition, the applicant assures that:

Only persons residing in the area served by the eligible applicant under title VI of the Act will be hired to fill jobs created under the Act and that the public services provided by such jobs shall, to the extent feasible, be designed to benefit the residents of such areas except that funds allocated under title VI of the Act (section 603(a)(2)(B)) to an area eligible for assistance under title II of the Act shall only be used to provide project and program opportunities to persons residing in those areas of substantial unemployment as defined in section 204(c). (Section 603(a)(2)).

F. Special Certification for State Grantees

A State grantee further assures and certifies that it will comply with the requirements and provisions of section 106 and section 107 of the Act.

ASSURANCES AND CERTIFICATIONS

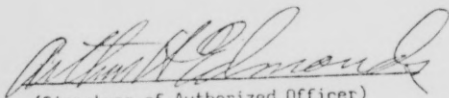
The applicant also certifies that the information in this application is correct to the best of its knowledge and belief and the filing of this application has been fully authorized.

BOARD OF SUPERVISORS
Yolo County Courthouse
P. O. Box 1098
Woodland, CA 95695

COUNTY OF YOLO

(Legal Name of Applicant)

(Address)


(Signature of Authorized Officer)

ARTHUR H. EDMONDS, Chairman
Board of Supervisors, County
of Yolo, State of California

(Typed Name & Title of Authorized
Officer)

Micro Fiched

SEP 26 1978

(Date of Application)

FILED

SEP 26 1978

LAURENCE P. HENIGAN, Clerk

By *Pete E. Lucas*
DEPUTY

1 AGREEMENT NO. 78-284
2 (Agreement to Provide an Alcoholic Recovery Home)

3 THIS AGREEMENT made and entered into this 26th day of
4 September, 1978, by and between the County of Yolo, a political sub-
5 division of the State of California, hereinafter called COUNTY, and Yolo
6 Alcoholic Recovery Center, a non-profit corporation, hereinafter called
7 RECOVERY HOUSE.

8 WITNESSETH:

9 RECITALS:

- 10 1. COUNTY has a need for the services of an Alcoholic Recovery House for
11 ambulatory and mentally competent recovering alcoholics. **Micro Fiched**
12 2. RECOVERY HOUSE is licensed to operate an alcoholic recovery house in this
13 state and agrees to provide services for COUNTY described hereinunder
14 the terms and conditions setforth in this Agreement.

15 AGREEMENTS:

- 16 1. Description of Services. The services to be performed by RECOVERY HOUSE
17 shall include the following:
18 A. Provide a community-based, peer group oriented, residential facility
19 that provides food, shelter, and certain services in a supportive
20 non-drinking environment for ambulatory and mentally competent
21 recovering alcoholics.
22 B. Provide these services to ambulatory and mentally competent recovering
23 alcoholics screened, evaluated, and for whom a rehabilitation plan
24 has been developed and approved by the Alcohol Program Coordinator,
25 or his designee, for admission to RECOVERY HOUSE.
26 C. Provided services include:

- 1) Room and Board.
- 2) Group sessions oriented towards practical problems in social, occupational, residential and other areas.
- 3) Individual counseling and support.
- 4) Liaison on behalf of client in utilizing County and private services.
- 5) Other program services in agreement with the purposes and standards as set forth by the State Guidelines.
- 6) Administrative services as required by the same alcoholism State Guidelines.
- 7) Meeting with the Alcohol Program Coordinator, or his designee, twice monthly, to discuss RECOVERY HOUSE residents approved by COUNTY for admission.

Micro Fiched

2. Payment.

- A. For above said services COUNTY shall pay to RECOVERY HOUSE a total sum not to exceed TWENTY-SIX THOUSAND TWO HUNDRED SEVENTY EIGHT DOLLARS (\$26,278) as shown on Lines 74 & 75 of the attached Program Budget (Exhibit "A"); or payment in accordance with the provisions of 2 B, C, D, & E below for services rendered from the beginning of the term of this Agreement through the termination date specified in the Notice of Termination described below in Agreement 8. Exhibit "A" shall be the basis for and limitation of any and all reimbursement from COUNTY to RECOVERY HOUSE for services provided. This budget includes additional revenues that are anticipated RECOVERY HOUSE will receive from other sources.
- B. Payment shall be made by COUNTY to RECOVERY HOUSE monthly upon submission of a claim to COUNTY, by the 15th of the following month, at the

1 agreed-upon provisional rate of \$13.12 per unit. One unit equals
2 24 hours board and room and social rehabilitation services for each
3 person in a non-drinking environment, and includes alcoholism group
4 sessions, home use management services, and supervision. Claim will
5 be adjusted proportionately downward to reflect any resident not approved
6 by the COUNTY. Claims must be countersigned and approved by the
7 Alcohol Program Coordinator, or his designee.

- 8 C. Costs of services rendered shall be adjusted to actual cost or maximum
9 agreement amount (whichever is lower) at the end of the Agreement
10 year for the period of the Agreement, July 1, 1978
11 through June 30, 1979.

Micro Fiched

- 12 D. RECOVERY HOUSE shall maintain full and complete records of services
13 rendered and payment received, and shall make said records available
14 to audit by COUNTY upon reasonable notice. Said records shall be
15 maintained for at least four (4) years.
- 16 E. General Revenue Sharing Clause: RECOVERY HOUSE hereby represents and
17 acknowledges that it has applied for and been granted General Revenue
18 Sharing Funds by COUNTY, and that said funds are not to be used or
19 allocated in any way to offset the expenses for the services provided
20 under the terms of this Agreement. All funds received by RECOVERY HOUSE
21 for COUNTY pursuant to this Agreement shall be used for and applied
22 to the expenses incurred in the performance of this Agreement, and
23 for no other purposes. RECOVERY HOUSE agrees to account separately
24 for the General Revenue Sharing Funds and the funds paid pursuant to
25 this Agreement, and to employ accounting procedures approved by COUNTY'S
26 Auditor for this Purpose.

1 3. Designated Representatives.

2 A. RECOVERY HOUSE shall designate a representative within two weeks of
3 the execution of this agreement by letter addressed to the COUNTY'S
4 herein designated representative.

5 B. COUNTY'S representative will be the Mental Health Counselor II assigned
6 to 201 West Beamer Street, Woodland.

7 4. Relationship of Parties. At no time during the performance of the duties
8 and obligations revolving upon RECOVERY HOUSE under this Agreement is
9 any employee, agent or contractor of RECOVERY HOUSE acting or performing
10 as an employee, agent or contractor of COUNTY for any purpose. RECOVERY
11 HOUSE is an independent contractor of COUNTY for all purposes under this
12 agreement.

Micro Fiched

13 5. Liability.

14 A. The services to be performed under this Agreement will be performed
15 entirely at RECOVERY HOUSE'S risk and RECOVERY HOUSE assumes all
16 responsibility for the condition of building and equipment used in
17 the performance of this Agreement.

18 B. RECOVERY HOUSE shall purchase and maintain, for the duration of this
19 Agreement, public liability insurance in the amount of at least
20 \$100,000/\$100,000, specifically naming COUNTY as an insured for
21 all purposes thereunder.

22 C. RECOVERY HOUSE agrees to defend, indemnify and hold COUNTY harmless
23 from any and all claims, liability or loss arising in any way out
24 of the performance of this Agreement.

25 6. Community Services Systems Manual. RECOVERY HOUSE agrees to comply with
26 all of the provisions contained in the Community Services Systems Manual

as outlined in Exhibit "B" attached hereto and incorporated herein.

7. Amendments. The body of this Agreement, together with the Exhibits attached hereto, fully express all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, alteration or deletion of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties executing this Agreement or their successors in office.

Micro Fiched

8. Term.

- A. This agreement shall commence on July 1, 1978, and terminate on June 30, 1979, unless as otherwise provided herein in Agreement 9 B and C below.
- B. This Agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in Agreement 9 C below.
- C. Should the funds granted the COUNTY in the 1978/79 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or County Mental Health Program be terminated by Local authorities, then the COUNTY may terminate this Agreement by providing notice of termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.
- D. Notices to be given by one party to the other may be given to the recipient party's herein designated representatives.
9. Other Agreements. This Agreement supersedes all other agreements for alcoholic

1 recovery services.

2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement
3 as of the date hereinaabove setforth.

4 YOLO ALCOHOL RECOVERY CENTER, a non-
5 profit corporation

6 BY Richard L. Smith
7 CHAIRMAN OF THE BOARD OF SUPERVISORS

8 ATTEST:

9 LAURENCE P. HENIGAN, CLERK

10 BY Pete E. Lucas
11 DEPUTY

Micro Fiched

12 DRUG AND ALCOHOL ABUSE

13
14 BY W. M. Walker
15 PROGRAM COORDINATOR

16 COUNTY OF YOLO, a political subdivision
17 of the State of California

18 BY Arthur L. Shandy
19 CHAIRMAN OF THE BOARD OF SUPERVISORS

20 APPROVED AS TO FORM

21 CHARLES R. MACK
22 COUNTY COUNSEL

23 BY Elizabeth S. Fitch
24 DEPUTY COUNTY COUNSEL

ALCOHOL PROGRAM BUDGET

EXHIBIT "A"

FISCAL YEAR 19 78 / 79CONTRACTOR: Yolo Alcoholic Recovery CenterPROVIDER NO. 5771 132

DATE _____

COUNTY Yolo

01	Program/ Element/ Component	Recovery						
		House						
60	Code							60
FUNDING SOURCES								
70	Medi-Cal, Federal							70
71	Medi-Cal, Non-Federal							71
72	Federal Formula Grant							72
73	SSI							73
74	State Share (90%)	\$26,278					\$26,278	74
75	County Share (10%)	-0-					-0-	75
76	County Funds Other Rev. Share	6,549					6,549	76
77	Fees & Insurance	14,000					14,000	77
78	Other	12,239					12,239	78
80	(Add lines 70 thru 78) TOTALS	59,066					59,066	80

Micro Filled

See Reverse Side

Exhibit A

Program Budget Form

This form has been adopted from a State Office of Alcoholism form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

- 01 Program/Element/Component - Administration, Prevention, Identification, Detoxification, Residential, Recovery House, Individual, Group, or Other
- 60 Code - 00 (Administration), 10 (Prevention), 20 (Identification), 30 (Detoxification), 31 (Residential Treatment), 32 (Recovery House), 40 (Individual), 41 (Group), and 42 (Other)
- 70-78 Funding Sources - Item 70-78 shows all funding sources of providers
- 80 Total - Item 9- is total of all funding sources

Micro Fiched

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Dwyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.
4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served. Micro Fiched
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

Micro Fiched

FILED

SEP 26 1978

LAURENCE P. HENGAN, Clerk

By *Leta E. African*
DEPUTY

1 AGREEMENT NO. 78-285
2 (Agreement to Provide Funds for the Alcoholism
3 Information Center)

4 THIS AGREEMENT made and entered into this September day of
5 September, 1978, by and between the County of Yolo, a political subdivision
6 of the State of California, hereinafter called COUNTY, and East Yolo Information
7 Center for Alcoholism, a non-profit corporation, hereinafter called CENTER.

8 WITNESSETH:

Micro Fiched

9 RECITALS:

- 10 1. CENTER is a non-profit corporation formed to prevent alcoholism in the
11 County of Yolo. The Yolo County Health Department has a need for the
12 services provided by CENTER.
13 2. CENTER has presented COUNTY with a proposed budget for the period of
14 July 1, 1978, through June 30, 1979, a copy of which is attached hereto,
15 incorporated herein, and designated as Exhibit "A".
16 3. CENTER agrees to provide the service for COUNTY described herein under
17 the terms and conditions set forth in this Agreement.

18 AGREEMENTS:

- 19 1. Description of Services: The services CENTER shall provide to COUNTY shall
20 include but not be limited to the following:
21 A. Provide information about alcoholism and alcohol abuses.
22 B. Provide limited pre-treatment counseling to those concerned about
23 themselves or another in relation to alcohol abuse.
24 C. Refer individuals and families to appropriate service resources.
25 D. Act as an advocate for clients or agencies.
26 E. Make information about alcohol and alcoholism readily available to all

1 segments of the community.

2 F. Assist the alcoholic in becoming motivated to seek treatment or help.

3 G. Provide consultation to employers on alcohol abuse control.

4 H. Provide at least a 14-hour per day answering services relevant to
5 alcoholism.

6 I. Transport clients, when indicated, to available services.

7 J. Make home visits with a Mental Health Counselor. Micro Fiched

8 2. Payment.

- 9 A. For above said service, COUNTY shall pay to CENTER a total sum not
10 to exceed EIGHT THOUSAND FOUR HUNDRED NINETY-SEVEN DOLLARS
11 (\$ 8,497) as shown on lines 74 & 75 of the attached Program Budget
12 (Exhibit"B"); or payment in accordance with the provisions of 2 B,
13 C, and D below for services rendered from the beginning of the term
14 of this Agreement through the termination date specified in the Notice
15 of Termination described below in agreement 7. Exhibit"B" shall be
16 the basis for and limitation of any and all reimbursement from COUNTY
17 to CENTER for services provided. This budget includes additional
18 revenues that is anticipated CENTER will receive from other sources.
- 19 B. Payments shall be made by COUNTY to CENTER monthly upon submission of
20 a claim to COUNTY designating services rendered and time spent on each
21 item, countersigned and approved by COUNTY'S herein designated re-
22 presentatives.
- 23 C. CENTER shall maintain full and complete records of services rendered
24 and payment received, and shall make said records available to audit
25 by COUNTY upon reasonable notice. Said records shall be maintained
26 for at least four (4) years.

1 D. General Revenue Sharing Clause: East Yolo Information Center for
2 Alcoholism hereby represents and acknowledges that it has applied
3 for and been granted General Revenue Sharing funds by COUNTY, and
4 that said funds are not to be used or allocated in any way to offset
5 the expenses for services provided under the terms of this Agreement.
6 All funds received by CENTER from COUNTY pursuant to this Agreement
7 shall be used for and applied to the expenses incurred in the per-
8 formance of this Agreement, and for no other purpose. CENTER agrees
9 to account separately for the General Revenue Sharing Funds and the
10 funds paid pursuant to this Agreement, and to employ accounting
11 procedures approved by COUNTY'S Auditor for this purpose. These
12 General Revenue Sharing Funds will be included in the year-end cost
13 report as revenue for those expenditures identified to be paid for
14 by Revenue Sharing Funds.

Micro Fiched

15 3. Designated Representatives:

- 16 A. CENTER shall designate a representative within two weeks of the
17 execution of this agreement by letter addressed to the COUNTY'S herein
18 designated representative.
19 B. COUNTY'S representative will be the Mental Health Counselor II assigned
20 to East Yolo.

21 4. Relationship of Parties: At no time during the performance of the duties
22 and obligations devolving upon CENTER under this Agreement is any
23 employee, contractor, or agent of CENTER acting or performing as an
24 employee or agent of COUNTY for any purpose. CENTER is an independent
25 contractor of COUNTY for all purposes under this Agreement.

26 5. Liability.

- 1 A. The services to be performed under this Agreement will be performed
2 entirely at CENTER'S risk, and CENTER assumes all responsibility
3 for the condition of buildings and equipment used in the performance
4 of this Agreement.
- 5 B. CENTER shall purchase and maintain, for the duration of this
6 Agreement, public liability insurance in the amount of at least
7 \$100,000/\$100,000 specifically naming COUNTY as an insured party
8 thereto for all purposes.
- 9 C. CENTER agrees to defend, indemnify and hold COUNTY harmless from
10 any and all claims, liability or loss arising in any way out of
11 the performance of this Agreement.

Micro Fiched

12 6. Amendments. This writing together with the Exhibits attached hereto,
13 fully expresses the understanding of the parties and shall constitute
14 the final Agreement. No addition to, deletion or alteration of any
15 term of this Agreement, whether by written or verbal understanding of
16 the parties, their officers, agents or employees, shall be valid unless
17 made in the form of a written amendment to this Agreement which is
18 formally approved and executed by the parties executing this Agreement
19 or their successors in office.

20 7. Term:

- 21 A. This agreement shall commence on July 1, 1978, and terminate on June
22 30, 1978, unless as otherwise provided herein in agreement 7 B and C
23 below.
- 24 B. This agreement may be terminated by either party upon thirty (30) days
25 written notice to the other of such intent, except as provided herein
26 in agreement 7 C below.

C. Should the funds granted the COUNTY in the 1978/79 fiscal year State or County final budget to cover the cost of the Drug and Alcohol Services be reduced by greater than 10% or County Drug and Alcohol Program be terminated by Local authorities, then the COUNTY may terminate this agreement by providing notice of termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

D. Notices to be given by one party to the other may be given to the recipient party's herein designated representatives. **Micro Fiched**

8. Other Agreements: This agreement supersedes all agreements heretofore entered into between the parties.

9. Community Services Systems Manual. CENTER agrees to comply with all of the provisions contained in the Community Services Systems Manual, Exhibit "C" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

BY

Arthur N. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST

LAURENCE P. HENIGAN

BY

Pat E. Lucas
DEPUTY

DRUG AND ALCOHOL DIVISION

BY

John M. Miller
COORDINATOR

EAST YOLO INFORMATION CENTER FOR ALCOHOLISM,
a non-profit corporation

BY

Paul T. Tipton
VICE PRESIDENT

BY

130
SECRETARY

APPROVED AS TO FORM

CHARLES R. MACK

COUNTY COUNSEL

216-COUNTY COUNSEL

CLAIM

PERIOD.....

CATEGORIES	MONTHLY	PERIOD EXPEND T 1963	EXPEND T 1963 CUM ENT	TOTAL TO DATE
------------	---------	-------------------------	--------------------------	------------------

SALARIES

Director	1,000			
Secretary	100			
Janitor	100			
Sub-total	1,200			

RENTS

Current year	2,000			
Sub-total	2,000			

OTHER GOODS

Insurance	100			
Educational				
Material				
Office Supplies	100			
Sub-total	200			

SERVICES & TRAVEL

Food				
Entertainment				
Telephone				
Sub-total				

Micro Fiched

NOTE:
Above items
pertaining to
C. R. Jones
(Present period)

CALLS
AND
REFERRALS

Activities of the Month of August 1978
EAST YOLD INFORMATION CENTER FOR ALCOHOLISM

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTALS
Information								150					
Alcoholic Anonymous								12					
Al-Anon								4					
Alateen								0					
Alcohol & Other Drug Abuse Program								2					
Detoxification								7					
Recovery House								2					
Hospital													
Rehabilitation Centers								0					
Other								0					
TOTAL								164					
								164					
Drop-Ins								102					
Speakers								0					
Follow-Up Calls								111					

8-1-1

499

Figures in parentheses

ALCOHOL PROGRAM BUDGET

Exhibit "B"

FISCAL YEAR 19 78 / 79CONTRACTOR: EAST YOLO INFORMATION CENTERPROVIDER NO. 5770120

DATE _____

COUNTY Yolo

01	Program/ Element/ Component	Identification					
60	Code	20					60
FUNDING SOURCES							
70	Medi-Cal, Federal						70
71	Medi-Cal, Non-Federal						71
72	Federal Formula Grant						72
73	SSI						73
74	State Share (90%)	\$8,497				\$8,497	74
75	County Share (10%)	-0-				-0-	75
76	County Funds Other Rev. Shar.	1,500				1,500	76
77	Fees & Insurance						77
78	Other						78
80	(Add lines 70 thru 78) TOTALS	\$9,997				\$9,997	80

Micro Filled

Exhibit B

See Reverse Side

Program Budget Form

This form has been adopted from a State Office of Alcoholism form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services.

Item Information

Only those items pertaining to this Agreement are provided.

Item Definitions

- 01 Program/Element/Component - Administration, Prevention, Identification, Detoxification, Residential, Recovery House, Individual, Group, or Other
- 60 Code - 00 (Administration), 10 (Prevention), 20 (Identification), 30 (Detoxification), 31 (Residential Treatment), 32 (Recovery House), 40 (Individual), 41 (Group), and 42 (Other)
- 70-78 Funding Sources - Item 70-78 shows all funding sources of providers
- 80 Total - Item 8- is total of all funding sources

Micro Fiched

FILED

SEP 26 1978

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 78-286 By *John E. Jones*
(Agreement to Provide Alcohol Education, Services) DEPUTY

THIS AGREEMENT, made and entered into this 26th day of September, 1978, by and between the County of Yolo, a political subdivision of the State of California, hereinafter called COUNTY, and Al Ellwood, hereinafter called CONTRACTOR.

W I T N E S S E T H:

RECITALS:

1. CONTRACTOR has developed a course in the furtherance of rehabilitation of persons who have been cited for drunk driving.
2. The persons who utilize the services of CONTRACTOR are referred to CONTRACTOR principally from the Courts of COUNTY, Drug and Alcohol Division, and the Probation Department. Micro Fiched
3. A description of said Course is attached hereto, marked Exhibit "A" and incorporated herein.

AGREEMENTS:

1. Description of Services. The services to be performed by CONTRACTOR shall include but not be limited to the following:
 - A. Preparation and administration of the Course monthly, as outlined in Exhibit "A" in a manner acceptable to the Alcohol and Other Drug Abuse Coordinator.
 - B. Collection from the participants prior to their participation in the course a non-refundable application fee in accordance with the accompanying application fee schedule (Exhibit "B"), incorporated herein by reference, and modifiable upon written agreement of the parties. Receipt shall be issued by CONTRACTOR to the participant

- 1 for application fees received; and the COUNTY share deposited with
2 Yolo County Drug and Alcohol Division and successors in interests.
- 3 C. CONTRACTOR shall prepare and maintain comprehensive records and
4 reports of attendance, fees collected, and all other data which
5 will enable COUNTY to audit the performance of this program. Said
6 records shall be maintained for not less than four (4) fiscal years
7 from the date of entry into the records.
- 8 D. Scheduling referrals for class attendance.
- 9 E. Communications with referring agencies regarding class attendance
10 of their referrals.
- 11 F. Supplying class materials and any other necessary program supplies. Micro Fiched
- 12 G. Maintaining per segment a participant-instructor ratio of no greater
13 than 20:1.
- 14 H. Maintain accessibility and availability to receive referrals and
15 answer inquiries of the participants and the community.
- 16 I. Meet regularly with the County Alcohol and Other Drug Abuse
17 Coordinator.
- 18 2. Performance by COUNTY. COUNTY shall provide to CONTRACTOR the following:
- 19 A. Supplying existing audio-visual equipment and 16 mm films used in
20 presenting the Course.
- 21 B. Supplying space as necessary for the actual instruction of the Course.
- 22 C. Supplying stationery when COUNTY letterhead is necessary.
- 23 3. Payment.
- 24 A. In consideration of CONTRACTOR'S services under this agreement,
25 COUNTY agrees that CONTRACTOR may retain application fees received
26 in accordance with the accompanying CONTRACT PAYMENT SCHEDULE

1 (Exhibit "B") incorporated hereinby reference, and modifiable upon
2 written agreement of the parties, provided that the COUNTY share of
3 said non-refundable application fees have been collected and are
4 deposited in COUNTY'S account at the time of CONTRACTOR'S payment
5 to self.

- 6 B. Such payments shall be made by CONTRACTOR to himself monthly upon
7 submission of deposit of the COUNTY'S share and a report countersigned
8 and approved by the Alcohol and Other Drug Abuse Coordinator setting
9 forth the name of each participant attending the segments for which
10 deposit is made. Department of Motor Vehicles Evaluation Program
11 participants will be processed as if they had completed the four (4)
12 segments of the course.

Micro Fiched

- 13 C. No more than four (4) segments of service shall be compensible per
14 participant per enrollment.

- 15 4. Relationship of the Parties. In the performance of the duties and
16 obligations devolving upon CONTRACTOR under this Agreement, CONTRACTOR
17 is at all times acting and performing as an independent contractor and
18 is not an employee or agent of COUNTY for any purpose. It is understood
19 that CONTRACTOR is free to contract for similar services to be performed
20 for others while he is under contract with COUNTY so long as such services
21 do not interferewith the discharge of the obligations and duties under
22 this agreement.

23 5. Liability.

- 24 A. The services to be performed under this Agreement will be performed
25 entirely at CONTRACTORS risk, and CONTRACTOR assumes all respon-
26 sibility for the condition of tools and equipment used in the per-
formance of this contract.

- 1 B. CONTRACTOR will carry, for the duration of this Agreement, public
2 liability insurance acceptable to COUNTY.
- 3 C. CONTRACTOR agrees to defend, indemnify and hold COUNTY harmless
4 from any and all claims, liability or loss arising in any way out
5 of the performance of this agreement.
- 6 6. Amendments. The body of this Agreement, together with the Exhibits
7 attached hereto fully expressess all understanding of the parties con-
8 cerning all matters covered and shall constitute the total Agreement.
9 No addition to, or alteration of, the terms of this Agreement, whether
10 by written or verbal understanding of the parties, their officers, agents
11 or employees, shall be valid unless made in the form of a written amend-
12 ment to this Agreement which is formally approved and executed by the
13 parties.
- 14 7. Term. This Agreement shall commence on July 1, 1978, and terminate
15 June 30, 1980, unless sooner terminated by either party upon thirty (30)
16 days written notice to the other of such intention.
- 17 8. Other Agreements. This Agreement supersedes all other agreements between the
18 parties for Alcohol Education Services.

Micro Fiched

19 IN WITNESS WHEREOF, the parties have executed this Agreement as of
20 the day and year hereinabove setforth.

21 COUNTY OF YOLO, a political subdivision
22 of the State of California

23 BY William H. Edwards

24 ATTEST:

25 LAURENCE P. HENIGAN, CLERK

26 BY Pete E. Lucas

DEPUTY

DRUG AND OTHER ALCOHOL ABUSE

Philip W. Miller
PROGRAM COORDINATOR

Al Ellwood
AL ELLWOOD

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By Elizabeth S. Friel

DEPUTY COUNTY COUNSEL

EXHIBIT "A"

Exhibit A

Course Outline

SEGMENT #1 DRIVING WHILE INTOXICATED

TWO HOURS

- A. Written review of activities 12 hours prior to arrest. (Self-evaluation by participant).
- B. Discussion on effects of driving abilities while drinking (Includes showing film and/or audio-video tape).
- C. Discussion of laws, statistics, and attitudes. (Includes showing film and/or audio-video tape).
- D. 1. Reading Material: Alcohol Causes Half of Nation's Road Deaths.
2. What Happens in High-Speed Auto Smash.

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SEGMENT #2 PHYSICAL AND EMOTIONAL HAZARDS

TWO HOURS

- A. Discussion of possible consequences of chronic and heavy drinking.
- B. Discussion on alcohol abuse and alcoholism (Includes showing film and/or audio-video tape and/or Chalk-Talk).
- C. Reading Material: Alcohol, with all its joys and sorrows - Has it's Primary effect on the brain.
- D. Recognized alcohol problem test: John Hopkins; A.A. Twenty Questions; Michigan Alcohol Screening Test or other appropriate tests.

SEGMENT #3 PROBLEM DRINKING

TWO HOURS

- A. Evaluation of personal problems with alcohol.
- B. Written assignment: Essay on How You Will Avoid Future Alcohol Related Problems. (Includes showing film and/or audio-video tape)
- C. Review of M.A.S.T. Test or other appropriate tests.

SEGMENT # 4 OVERCOMING PROBLEMS

TWO HOURS

- A. Review of personal essays
- B. Mental Health Counselor, A.A. representative, or other qualified guest speaker(s).
- C. Formal and anonymous evaluation of CMI education program by students.

EXHIBIT "B"

Application Fee Schedule

- 1. July 1, 1977 to July 31, 1977.....\$25.00 per person
- 2. August 1, 1977 to June 31, 1980.....\$40.00 per person

Contractor Payment Schedule

- 1. July 1, 1977 to July 31, 1977.....80% per person
- 2. August 1, 1977 to June 30, 1980.....75% per person

Micro Fiched

☒ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting _____

TITLE OF OFFICER ACTING FOR STATE

Wilson Riles

AGENCY

Department of Education

NUMBER 57-00375
03080-9-01

Hereafter called the State, and

Department of Social Services

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.) Pursuant to California Education Code Section 8244, this agreement is entered into by the State Department of Education, hereinafter referred to as Education (State), and the County of _____ hereinafter referred to as County (Contractor), for the purpose of providing a payment system for care/development of children pursuant to the Child Development Act, Education Code 8200 et. seq. and Part 2 of Division 9 of the Welfare and Institutions Code.

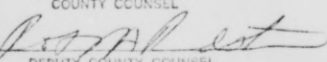
This Agreement is entered into in accordance with provisions of:

Chapter II, Title 45, Code of Federal Regulations, Part 228 - Social Services Programs for Individuals and Families; Title XX of the Social Security Act; Education Code 8244; Regulations of State Departments of Health and Education; and such other federal and state regulations which may apply.

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

Micro Fiched

By 
DEPUTY COUNTY COUNSEL

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA

CONTRACTOR

AGENCY

Department of Education

BY (AUTHORIZED SIGNATURE)

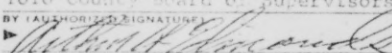
TITLE

Superintendent of Public Instruction

CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.)

Yolo County Board of Supervisors

BY (AUTHORIZED SIGNATURE)



TITLE

Arthur H. Edmonds, Chairman

ADDRESS

Courthouse, Woodland, CA 95695

(CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR)

Do Not Write in This Space

AMOUNT OF THIS ESTIMATE

\$ _____

UNENCUMBERED BALANCE

\$ _____

ADJ. INCREASING ENCUMBRANCE

\$ _____

ADJ. DECREASING ENCUMBRANCE

\$ _____

APPROPRIATION

ITEM

CHAPTER

FUNCTION

LINE ITEM ALLOTMENT

FUND

STATUTES

FISCAL YEAR

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document ☐ is exempt ☐ is not exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY

DATE

AGREEMENTS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is the essence of this agreement. Micro Fiched
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be only in compensation for actual day care provider's fees. All other costs are to be claimed via Department of Social Services Administrative Expense Claims.
8. The State agrees that, in the event the programs established hereunder are subjected to audit exceptions by appropriate State and Federal audit agencies due to:
 - a. Conflicts or discrepancies between State and Federal regulations and guidelines; or
 - b. Failure of the State to provide adequate and timely notice of changes in State and Federal regulations affecting the programs hereunder established; or
 - c. Failure of the State to execute this agreement in a timely manner;

the State shall assume full responsibility for complying with such exceptions, and the liability resulting from such audit exceptions. In such event, the State further agrees to excuse the contractor from any financial liability and agrees to indemnify County from any losses of Federal funding resulting from such audit exceptions.

9. County agrees to develop a County Plan for the purposes of delivering child care services in compliance with conditions set forth by the State Department of Health in its Annual Statewide Social Services Plan.
10. County and State agree that, for purposes of developing the Title XX State Social Services Plan, each will share child care needs information upon request of the other party.
11. The Fair Employment practices Addendum, marked Exhibit A; and the Affirmative Action Addendum, marked Exhibit B, are attached hereto and constitute a part of this Agreement.

PROVISIONS

1. This Agreement is effective from July 1, 1978 through June 30, 1979, contingent upon continued availability of state and federal funding. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party.

Micro Fiched

Education shall reimburse County for all allowable costs pursuant to Education Code Section 8404 that are incurred in the performance of this Agreement.

If funds provided by Education under Paragraph 5 are insufficient for the provision of services by County for the entire term of this contract, County may, at such time as funds are exhausted, terminate its services as directed in the Social Services Regulations, Welfare and Institution Code and in the Child Development Guidelines.

2. Reimbursement for Child Development services defined in Education Code Section 8211 shall be made for eligible children of current recipients and income eligible families who qualify for reimbursement under Federal Social Services Regulations and the California Comprehensive Annual Services Program Plan. Such child development services must meet the objective of providing care in one of the child care delivery systems for children whose parents are employed, in training, seeking employment, or because child or parent has special needs.

County shall provide a payment system for child care services to eligible families or child care providers. The system shall include authorizing and processing child care payments, making FIDCR assessments, and other services as necessary to meet the objectives of this Agreement.

3. Child Development Services provided pursuant to this Agreement shall be available to all eligible children regardless of sex, race, religion, or ethnic background and no such program shall be used, in whole or in part, for religious worship or instruction. No funds herein provided may be used for general support of any sectarian school system.
4. County will assure that its child development services programs are in compliance with applicable federal, state and local regulations and standards. In the event of conflict, Education's regulations/interpretations shall govern. Education retains the right to monitor and review records pertaining to the County's expenditure control and payment system.
5. Maximum reimbursable amount of this Agreement shall not exceed \$2,665 unless County is notified in writing by Education that the allocation has been increased to permit an additional expenditure. Reimbursement for services provided under this Agreement shall not exceed the maximum reimbursement levels included in the current fiscal year Budget Act and shall be limited to the direct costs incurred in the provision of child care/development services as defined in this Agreement. Reimbursement for vendor payments for child care shall not exceed the contractor's actual cost incurred for an eligible child up to the legal maximum.

Pursuant to Education Code Section 8382, Education shall make prorated advance apportionments of the above amount to the County.

Reimbursement shall be made only for actual day care providers' fees. All other costs are to be claimed through the Department of Social Services, Administrative Expense Claims.

Micro Fiched

Costs Attributable to Child Care to be Paid by Education to County are:

a.	\$ <u>2,665.00</u>
b.	\$ _____
c.	\$ _____
d.	\$ _____
Total Reimbursable Costs	\$ <u>2,665.00</u>

It is understood that individual item costs are estimates and that funds may be transferred from one item to another without prior consent of the Department of Education, Office of Child Development.

6. Care will be provided in these facilities (check facilities to be used).

- a. child's own home-care provided by persons who are directly responsible to the caretaker relative
- b. licensed group care homes
- c. licensed family day care homes
- d. licensed day care or child development centers
- e. other (please describe fully)

☒☐☐☐☐

Micro Fiched

7. County will maintain a current roster of children served and report the total costs paid under this Agreement as required by Education. The roster will include identification of service need, family income group, family public assistance identification numbers, the enrollment and attendance of each child in each type of child care delivery system cited in this Agreement and other essential data as required by Education.
8. For purposes of determining the number of days counted for each certified child enrolled in a program, verified absence is defined as that due to illness of the child, illness of the parent, quarantine, family emergency requiring the parent, (and therefore the child) to travel away from home and time spent away from home with a parent or other relative that has been required by a court of law and/or is in the clear best interests of the child.

9. Within fifteen (15) days following the end of each quarter, County shall submit a claim provided by Education for all reimbursable expenditures paid in the preceding quarter. Education shall pay an amount not to exceed the contract amount to County, as provided in Education Code Section 8404 and the 1978 Budget Act, unless Education determines that the amount claimed is not in accordance with the provisions of this Agreement. Payment by Education shall not preclude a subsequent determination that all or a portion of such claim was not allowable. Within sixty (60) days after receipt of notification of an unallowed claim, County shall either (a) make repayment, or (b) notify Education of an exception to the disallowance.
10. County is required to have a financial audit submitted to Education by November 15, 1979, on the child development services provided by County per this Agreement. An audit by the County Auditor is acceptable.
11. Costs allowable for reimbursement will be in accordance with the provisions of the following U.S. Department of Health, Education, and Welfare document in addition to applicable State regulations and statutes.

OASC-8

Micro Fiched

A guide for Local Government Agencies - Establishing cost allocation plans
Office of Federal Management Circular No. 74-4, which provides principles and standards for determining costs applicable to grants and contracts with state and local government agencies. Should the U.S. Department of Health, Education, and Welfare revise Federal Regulations regarding the purchase of services, this Agreement may be re-negotiated in accordance with the revisions of the regulations when they are issued.

DIRECTORY AND SITE DATA

John R. Vera, Director
Director, County Public Social Services Agency

20 Cottonwood St., P. O. Box 531, Woodland CA 95695 (916) 666-8335
Address Street City Zip Telephone

Arthur H. Edmonds
Chairman, Board of Supervisors

Courthouse, Woodland CA 95695 (916) 666-8264
Address Street City Zip Telephone

Burr Shafer, Staff Svs. Mgr. (916) 666-0456
Fiscal Contact Person Telephone

Penelope Clarke, Program Manager (916) 666-8335
Child Care Services Contact Telephone

Micro Fiched

If County Public Social Services Agency operates or will operate group child care programs,
please provide the site data below:

1) _____
Name of Child Care Facility

Address Street City Zip

Name of Program Director () Telephone

2) _____
Name of Child Care Facility

Address Street City Zip

Name of Program Director () Telephone

31. **Policy.** The State Board of Education maintains as its policy to provide equal opportunity in employment for all persons and to prohibit discrimination based on race, sex, color, religion, age, physical handicap, ancestry, or national origin in every aspect of personnel policy and practice in employment, development, advancement, and treatment of employees; and to promote the total realization of equal employment opportunity through a continuing affirmative action employment program.

32. **Statement of Intent.** The State Board of Education recognizes that it is not enough to proclaim that public employers do not discriminate in employment but that we must also strive actively to build a community in which opportunity is equalized. In adopting this chapter, it is the intent of the State Board of Education to require educational agencies to adopt and implement plans for increasing the numbers of women and minority persons at all levels of responsibility.

33. **Definitions.** As used in this Chapter: (a) "Affirmative action employment program" means planned activities designed to seek, hire, and promote women and persons of minority racial and ethnic backgrounds. It is a conscious, deliberate step taken by a hiring authority to assure equal employment opportunity for all staff, both certificated and classified.

Such programs require the employer to make additional efforts to recruit, employ and promote members of groups formerly excluded at the various levels of responsibility who are qualified or may become qualified through appropriate training or experience within a reasonable length of time. Such programs should be designed to remedy the exclusion, whatever its cause.

Affirmative action requires imaginative, energetic and sustained action by an employer to devise recruiting, training and career advancement opportunities which will result in increased representation of women and minorities.

(b) "Goals and timetables" means projected new levels of employment of women and minority racial and ethnic groups to be attained on a specific schedule, given the expected turnover in the work force and the availability of persons who are qualified or may become qualified through appropriate training or experience within a reasonable length of time. Goals are not "quotas" or rigid proportions. They should relate both to the qualitative and quantitative needs of the employer.

(c) "Public education agency" means the State Department of Education, each office of the county superintendent of schools, and the governing board of each school district in California except community college districts.

34. **Development and Implementation of Programs.** Each public education agency will develop and implement an affirmative action employment program for all operating units and at all levels of responsibility within its jurisdiction. The affirmative action employment program shall have goals and timetables for its implementation. The plan will be developed no later than January 1, 1976, and will be a public record within the meaning of the California Public Records Act (Government Code Sections 6250 through 6260).

History: 1. Amendment filed 9-24-75; effective thirtieth day thereafter (Register 75, No. 39).

35. **Responsibility of Department.** The Department of Education shall develop and disseminate to public education agencies guidelines to assist such agencies in developing and implementing affirmative action employment programs and shall render assistance to such agencies in carrying out the requirement of this chapter.

36. **Responsibility of County Superintendent of Schools.** Each county superintendent of schools shall render assistance in developing and implementing affirmative action employment programs to elementary school districts under his jurisdiction which had fewer than 901 units of average daily attendance during the preceding fiscal year, and in high school districts under his jurisdiction which had fewer than 301 units of average daily attendance during the preceding fiscal year, and in unified school districts under his jurisdiction which had fewer than 1,501 units of average daily attendance during the preceding fiscal year.

31. **Policy.** The State Board of Education maintains as its policy to provide equal opportunity in employment for all persons and to prohibit discrimination based on race, sex, color, religion, age, physical handicap, ancestry, or national origin in every aspect of personnel policy and practice in employment, development, advancement, and treatment of employees; and to promote the total realization of equal employment opportunity through a continuing affirmative action employment program.

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36. **Responsibility of County Superintendent of Schools.** Each county superintendent of schools shall render assistance in developing and implementing affirmative action employment programs to elementary school districts under his jurisdiction which had fewer than 901 units of average daily attendance during the preceding fiscal year, and in high school districts under his jurisdiction which had fewer than 301 units of average daily attendance during the preceding fiscal year, and in unified school districts under his jurisdiction which had fewer than 1,501 units of average daily attendance during the preceding fiscal year.

FILED

DEC - 6 1978

LAURENCE P. HENIGAN, Clerk

By *Laurence P. Henigan*
Deputy

AGREEMENT NO. 78-288

(Joint Exercise of Powers Agreement)

THIS AGREEMENT, dated for convenience this 26th day of
September, 1978, by and between the CITY OF SACRAMENTO,
a municipal corporation, COUNTY OF YOLO, a political subdivision
of the State of California, and the COUNTY OF SACRAMENTO, a
political subdivision of the State of California,

W I T N E S S E T H:

RECITALS:

1. The parties hereto have executed a Joint Exercise of Powers Agreement dated March 29, 1974, creating the SACRAMENTO-YOLO MANPOWER AGENCY. Micro Fiched
2. Paragraph 7 of that Joint Exercise of Powers Agreement provided for the term of the agreement to continue to and through June 30th, 1975. It further provided that the parties upon mutual agreement might extend the agreement for one year periods commencing July 1st, 1975, and each July 1st thereafter.
3. The parties hereto exercised the power to extend the agreement by Joint Exercise of Powers Agreements dated January 20th, 1975, March 15, 1976, August, 1976, and August 22, 1977, which extended the term for periods ending June 30th, 1976, June 30th, 1977, September 30, 1977, and September 30th, 1978.
4. The parties hereto desire to provide for winding up the affairs of the agency created by the Joint Exercise of Powers Agreement and to extend the agreement for an indefinite

1 period commencing October 1st, 1977, and ending upon completion
2 of that winding up.

- 3 5. The parties hereto by a Joint Exercise of Powers Agreement
4 Amendment dated November 18th, 1975, have changed the name
5 of the Joint Powers Agency from SACRAMENTO-YOLO MANPOWER
6 AGENCY to SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY.

7 AGREEMENTS:

- 8 1. The Joint Exercise of Powers Agreement dated March 29, 1974,
9 by and between the parties hereto (hereinafter: Agreement)
10 as amended is hereby further amended by the addition thereto
11 of Paragraph 3 A to read as follows: Micro Fiched

- 12 3A. POWERS FROM OCTOBER 1, 1978. Notwith-
13 standing any other provision of this Joint
14 Powers Agreement, from and after October
15 1st, 1978, the authority of the Joint Powers
16 Agency is limited to the performance of acts
17 necessary for the exercise of authority for
18 the purpose of winding up the affairs of the
19 Agency, including, but not limited to any
20 or all of the following:
21 (a) Accrue and receive all outstanding
22 accounts receivable, including
23 appropriate billings to other agencies.
24 (b) Liquidate all accounts payable.
25 (c) Enforce accountability and turn-in
26 of all petty cash funds.

- 1 (d) Conduct all personnel exit
2 activities including the payoff
3 of all outstanding accrued pay-
4 roll costs.
- 5 (e) Close out physical inventory and
6 physical assets with comparison
7 and reconciliation to supporting
8 detail printout and distribution
9 to designated agency(ies).
- 10 (f) Inventory lease or rental commitments
11 and negotiate cancellations. Micro Fiched
- 12 (g) Prepare final close-out of U. S.
13 Department of Labor grants, make and
14 transmit reports in connection therewith
15 and obtain final discharge from U. S.
16 Department of Labor.
- 17 (h) Provide for close-out audit, research
18 and response to findings.
- 19 (i) Organize review and transmit to
20 successor agencies all eligibility
21 and enrollment records.
- 22 (j) Organize review and transmit to
23 successor agencies all financial
24 accountability records.
- 25 (k) Provide for continuity in any
26 pending legal matters.

1 (1) Liquidate and enforce all liability
2 to the Joint Powers Agency, including
3 but not limited to liability imposed
4 by law, this agreement, and any grant
5 or contract with any grantee or sub-
6 contractor.

7 (m) Upon completion of the foregoing
8 tasks, notify County of Sacramento,
9 County of Yolo, and the City of
10 Sacramento that the tasks are
11 complete. Micro Fiched

12 From and after October 1, 1978, the Joint Powers Agency
13 is specifically prohibited from doing the following:

14 (n) Hiring additional staff without
15 consent of all three parties to
16 this agreement.

17 (o) Creating new program or project
18 obligations. This prohibition
19 does not prevent the Joint Powers
20 Agency from seeking or obtaining
21 funds from the U. S. Department
22 of Labor for the purpose of winding
23 up its affairs.

24 (p) Carrying on planning activities. This
25 prohibition does not prevent the Joint
26 Powers Agency from seeking or obtaining

1 funds from the U. S. Department of Labor
2 for the purpose of winding up its affairs.

3 (g) Disposal of any records, papers,
4 documents, or files of whatever
5 type, including computer programs
6 systems and source documents and
7 working papers.

- 8 2. Paragraph 4 of the Agreement is hereby amended to read as
9 follows: Micro Fiched

10 4. GOVERNING BOARD. The Joint Powers Agency
11 shall be administered by a Governing Board
12 which shall consist of three members, each
13 serving in an individual capacity as a member
14 of the Governing Board. One member shall be
15 the County Executive of the County of Sacra-
16 mento. One member shall be the City Manager
17 of the City of Sacramento. One member shall
18 be the County Administrative Officer of the
19 County of Yolo. Each member may appoint an
20 alternate to serve in that member's absence.

- 21 3. Subparagraph (e) of Paragraph 5 of the Agreement is hereby
22 amended to read as follows:

23 (e) Quorum. A majority of the members of the
24 governing board shall constitute a quorum
25 for the transaction of business. No action
26 may be taken by the governing board except

upon the affirmative vote of two
members of the governing board.

4. Paragraph 7 of the Agreement is hereby amended to read as follows:

7. TERM. This Agreement shall be for
the period commencing April 1, 1974,
and continue to and through such time
as the U. S. Department of Labor has
discharged the Joint Powers Agency and
each of the three parties to this
Agreement from any and all liability
arising out of all grants of funds
by that Department to the Joint
Powers Agency.

Micro Fiched

5. Paragraph 9 of the Agreement is hereby amended to read as follows:

9. STAFF. For the purpose of assisting
the Joint Powers Agency, its governing
board and for the administration of con-
tracts, general administrative assistance,
and planning the prime sponsor shall establish
a staff to consist of as many members as
from time to time is deemed necessary to
assist in attaining the goals of this
consortium.
Commencing July 1, 1974, and quarterly

1 thereafter during the terms of this agree-
2 ment the Joint Powers Agency shall make
3 reports to the parties hereto, and any
4 and all other individuals or agencies
5 that may be appropriate. Additional
6 reports may be made from time to time as
7 circumstances may require. Said reports
8 shall contain, but not be limited to, proposed
9 plans and status of existing plans and programs.

- 10 6. Paragraph 11 of the Agreement is hereby amended by the addition
11 of subparagraph (d) as follows: Micro Fiched

12 (d) From and after September 30th, 1978, the
13 Manpower Advisory Planning Council shall
14 exercise its powers only as required by
15 law to permit the winding up of the
16 affairs of the Joint Powers Agency.

- 17 7. The Agreement is hereby amended by the addition thereto of
18 Paragraph 20 to read as follows:

19 20. LIABILITIES AND ASSETS.

20 (a) Except as otherwise provided in sub-
21 paragraph (b), it is the agreement of
22 the parties (1) that each party shall
23 bear all liability for programs con-
24 ducted pursuant to contract let solely
25 by that party; (2) that each party bear
26

1 a proportionate share of any liability
2 for programs conducted in two or more
3 jurisdictions or involving participants
4 from two or more jurisdictions and said
5 proportionate share shall be the same as
6 the percentage of participation by per-
7 sons from that jurisdiction; (3) that each
8 party shall bear a proportionate share
9 of any liability for central administration
10 and for programs conducted by or for the
11 JPA for the benefit of all parties and ^{Micro Fiched}
12 such proportionate share shall be deter-
13 mined in accordance with the portion of
14 funds within the particular U. S. Depart-
15 ment of Labor or other grant allocated
16 to the operation of programs directed
17 at participants from within the boundaries
18 of each party. For purposes of this
19 paragraph, the territory of the County
20 of Sacramento shall not include the
21 territory of the City of Sacramento.
22 (b) Nothing in this paragraph 20 shall
23 preclude the right of the JPA or any
24 party to recover from any other party
25 or the JPA for any wrongful acts or
26 omissions by the JPA or any other party.

(c) Any party that satisfies more than its share of liabilities may require a contribution from the remaining parties based upon the appropriate formula provisions of subparagraphs (a) or (b) of this paragraph 20.

(d) Any remaining assets of the JPA shall be allocated to the parties on the same basis as liabilities in subparagraph (a).

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by the proper officers thereunto duly authorized and their official seals to be hereto affixed the day and year first above written.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

BY E. Henry Bliss
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

BETTY D. POOHAR, CLERK
Board of Supervisors

BY Betty D. Poohar
(SEAL) Deputy

COUNTY OF YOLO, a political subdivision of the State of California

BY Wm. H. Houches
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Debra E. Conley
(SEAL) Deputy

CITY OF SACRAMENTO, a municipal
corporation

BY

Chas. L. Bentley
MAYOR

ATTEST:

Lorraine Rogers
CITY CLERK

(SEAL)

Micro Fiched

FILED

SEP 26 1978

LAURENCE P. HENIGAN, Clerk

By Pete E. Lucas
DEPUTY

1 AGREEMENT NO. 78-289
2 (Agreement for Providing Certain Outpatient Services)

3 THIS AGREEMENT made and entered into this 26th day of
4 September, 1978, by and between the County of Yolo, a political sub-
5 division of the State of California, hereinafter referred to as COUNTY, and
6 Luke Kim, M.D., a duly licensed physician, hereinafter referred to
7 as PROVIDER.

8 WITNESSETH:

Micro Fiched

9 RECITALS:

- 10 1. COUNTY is desirous of providing outpatient services, normally performed by
11 COUNTY employees for certain residents of Yolo County who require such
12 services but are unable to obtain private psychiatric care.
13 2. PROVIDER represents that it possesses the requisite expertise to provide
14 the services contemplated in Recital 1, above.

15 AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein
16 and COUNTY to compensate for said services under the terms and conditions set forth
17 below.

- 18 1. Description of Services: PROVIDER shall provide psychiatric evaluations,
19 treatment and continuing care as well as consultation to Mental Health
20 Services' staff and other professionals or agency personnel at a location
21 designated by Mental Health Services' Program Chief or his designee(s).
22 2. Services have been performed in contemplation of the execution of this
23 Agreement. Mental Health Services agrees to pay for said services in
24 accordance with the provisions of Agreement No. 3.

25 3. Payment.

- 26 A. COUNTY will compensate PROVIDER for said services at the rate of

1 TWENTY-FIVE

DOLLARS (\$25.00) per hour.

2 B. The maximum payments from COUNTY to PROVIDER shall be a sum not to
3 exceed FIVETHOUSAND, TWO HUNDRED DOLLARS (\$ 5,200).

4 C. Payments shall be made by COUNTY to PROVIDER monthly upon submission
5 of a claim to COUNTY countersigned and approved by the Program Chief
6 of County Mental Health Services or his designee(s). **Micro Fiched**

7 3. Relationship of Parties. The relationship of COUNTY and PROVIDER is and
8 shall be construed to be that PROVIDER is an independent contractor of
9 COUNTY, and not an agent. At no time during the performance of this
10 AGREEMENT is any employee, agent or contractor of PROVIDER an employee,
11 agent or contractor of COUNTY for any purpose, nor shall be construed
12 to be so. PROVIDER will be performing services normally performed by
13 COUNTY employees.

14 4. Liability. COUNTY assumes all responsibility for services covered under
15 the performance of this Agreement. COUNTY agrees to defend, indemnify and
16 hold PROVIDER harmless from any and all claims, liability or loss arising
17 in any way out of the negligent performance of this Agreement. COUNTY
18 does not assume responsibility or agree to defend, indemnify, or hold
19 PROVIDER harmless from claims, liability, or loss arising from intentional
20 conduct of PROVIDER.

21 5. Community Service Systems Manual. PROVIDER agrees to comply with all of
22 the provisions contained in the Community Services Systems Manual
23 incorporated herein by reference.

24 6. Amendments. This writing, together with the Exhibits attached hereto, fully
25 expressess all understandings of the parties concerning all matters covered
26 and shall constitute the total Agreement, whether by written or verbal

1 understanding of the parties, the officers, agents or employees, shall be
2 valid unless made in the form of a written amendment to this Agreement
3 which is formally approved and executed by the parties executing this
4 Agreement or their successors in office. **Micro Fiched**

5 7. Term. This Agreement shall commence on July 1, 1978, and terminate
6 June 30, 1979. This Agreement may be terminated by either party upon
7 thirty (30) days' written notice to the other of such intention.

8 IN WITNESS WHEREOF, the parties have executed this Agreement as
9 of the day and year hereinabove setforth.

10 COUNTY OF YOLO, a political subdivision
11 of the State of California

12 BY Arthur B. Shumaker
13 CHAIRMAN OF THE BOARD OF SUPERVISORS

14 ATTEST

15 LAURENCE P. HENIGAN

16 BY Pat E. Lucas
17 CLERK

18 MENTAL HEALTH SERVICES

19 BY B. R. C. C.
20 Director

21 BY John H. ...

22 APPROVED AS ...

23 CHARLES R. MACK
24 COUNTY COUNSEL

25 BY Elizabeth S. ...
26 DEPUTY COUNTY COUNSEL

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

AGREEMENT NO. 78-290

FILED

OCT 19 1978

Sub-Grantee Name

Yolo-Solano Air Pollution Control District

Address

P. O. Box 1006

City

Woodland, CA 95695

Program Director

Phone:

666-8433

Micro Fiched

Date of Modification

September 1, 1978

The Sub-Grant between the parties, Yolo County Agreement No. 77-292
is hereby modified as follows:

1. Net amount of funds affected by this modification:

Increase

of \$ 100

~~Decrease~~

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from 9-1-78 to 9-30-78.
4. This modification is effective on the Date of Modification set forth above.

Yolo-Solano Air Pollution Control District
(Legal Name of Sub-Grantee)

James A. Koslow
(Signature of Authorized Officer)

James A. Koslow
Air Pollution Control Officer

(Typed Name & Title of
Authorized Officer)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

William H. Richards
Chairman

BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Patricia Lucas
DEPUTY

(SEAL)

LISTING OF POSITIONS
CETA TITLE VI
YOLO-SOLANO AIR POLLUTION CONTROL DISTRICT

	<u>Position</u>	<u>Salary & Benefits</u> <u>10-1-77 to 9-30-78</u>
One	Engineering Aide	<u>\$ 11,848</u>

Micro Fiched

①
Jan 76

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI
AGREEMENT NO. 78-291

FILED

Sub-Grantee Name

Washington Fire Protection District

Address

317 Third Street

City

Broderick, CA 95605

Program Director

OCT 23 1978

LAURENCE P. HENIGAN, Clerk

By *Barbara Rodgers*
DEPUTY

Phone:

372-0424

Date of Modification

September 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-287
is hereby modified as follows:

1. Net amount of funds affected by this modification:

Increase

of \$ 3,500

~~Decrease~~

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.

3. The attached exhibit sets forth the positions authorized and financed during the modification period from 9-1-78 to 9-30-78.

4. This modification is effective on the Date of Modification set forth above.

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

Washington Fire Protection District
(Legal Name of Sub-Grantee)

Ken F. Smith
(Signature of Authorized Officer)

Arthur H. H. H.
Chairman

(Typed Name & Title of
Authorized Officer)

BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY

Pete E. Lucas
DEPUTY

(SEAL)

LISTING OF POSITIONS
CETA TITLE VI
WASHINGTON FIRE PROTECTION DISTRICT

<u>Position</u>	<u>Salary & Benefits</u> <u>10-1-77 to 9-30-78</u>
One Clerk/Dispatcher	\$ 10,000
One Firefighter	13,614
<u>One</u> Firefighter	<u>13,613</u>
Three	Total <u><u>\$ 37,227</u></u>

800
RECEIVED

OCT 20 1978

LAURENCE P. HENIGAN, Clerk

By _____ Deputy

COUNTY OF YOLO
AS PROGRAM AGENT OF THE
SACRAMENTO-YOLO EMPLOYMENT AND TRAINING AGENCY
MODIFICATION OF SUB-GRANT

TITLE VI

AGREEMENT NO. 78-292

FILED

OCT 20 1978

LAURENCE P. HENIGAN, Clerk
By Debra E. Conley Deputy

Sub-Grantee Name

Legal Aid Society of Sacramento-Yolo County

Address

517 Second Street

City

Woodland, CA 95695

Program Director

Phone:

662-1065

Date of Modification

September 1, 1978

Micro Fiched

The Sub-Grant between the parties, Yolo County Agreement No. 77-275
is hereby modified as follows:

1. Net amount of funds affected by this modification:

Increase of \$ 300.00

~~DOXXXXXX~~

2. All parties remain bound to the existing terms and conditions of the Sub-Grant Agreement.
3. The attached exhibit sets forth the positions authorized and financed during the modification period from 9-1-78 to 9-30-78.
4. This modification is effective on the Date of Modification set forth above.

Legal Aid Society of Sacramento-Yolo County
(Legal Name of Sub-Grantee)

County of Yolo as Program Agent of
the Sacramento-Yolo Employment and
Training Agency

Donald A. Griesmann
(Signature of Authorized Officer)

Arthur H. G. Griesmann
Chairman

Donald A. Griesmann
Executive Director

(Typed Name & Title of
Authorized Officer)

BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, COUNTY CLERK
EX OFFICIO CLERK OF THE
BOARD OF SUPERVISORS

BY Pete E. Lucas
DEPUTY

(SEAL)

LISTING OF POSITIONS

CETA TITLE II

LEGAL AID SOCIETY OF SACRAMENTO-YOLO COUNTY

<u>Position</u>	<u>Salary & Benefits</u> <u>10-1-77 to 9-30-78</u>
One Legal Secretary	<u>\$ 9,743</u>

Micro Fiched

FILED

AGREEMENT NO. 78-293

OCT 23 1978

(AGREEMENT FOR MAINTENANCE OF PUTAH CREEK

LAURENCE P. HENIGAN, Clerk

ANGLING ACCESS AREA)

By *Barbara Rodgers*

DERUTY

THIS AGREEMENT made and entered into this 3rd day of

October, 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RALPH WALDO CHAPMAN, hereinafter referred to as CONTRACTOR.

Micro Fiched

W I T N E S S E T H:

WHEREAS, on the 27th day of April, 1964, by Agreement No. 64-46, COUNTY entered into an operation and maintenance agreement with the State of California, Department of Fish and Game, regarding the Putah Creek Angling Access Area wherein COUNTY agreed to provide all necessary maintenance and upkeep of said angling access area, said maintenance to include the keeping of the parking area, sanitary facilities, and other improvements located thereon, in good repair and free from unsightly conditions, and debris accumulations; and

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent patrol and maintenance services for the Putah Creek Angling Access area; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said access area,

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

1. CONTRACTOR agrees:

- A. To serve in the capacity as patrolman and caretaker of the Putah Creek Angling Access Area, and to open the area to the public not later than sunrise daily and to close said area not later than 11:00 o'clock P.M.
- B. To maintain order and prohibit overnight camping in said angling access area and enforce all rules and regulations governing same as adopted by COUNTY.

1 C. To provide all necessary maintenance and upkeep of said
2 angling access area for the term hereof and said
3 maintenance shall include, but not be limited to, the
4 keeping of the parking area, sanitary facilities and other
5 improvements thereon in good repair and free from unsightly
6 conditions and debris accumulations.

7 D. To provide and maintain for himself a suitable uniform to
8 be worn during the performance of his duties under this
9 agreement.

Micro Fiched

10 E. To perform such other duties as may be necessary to main-
11 tain a proper recreation area.

12 2. COUNTY agrees:

13 A. To pay to CONTRACTOR the sum of FIVE HUNDRED AND NO/100
14 (\$500) DOLLARS per month during the term of this agreement
15 conditioned upon the CONTRACTOR's submitting a proper claim
16 as may be required by the County Auditor-Controller.

17 B. To provide CONTRACTOR with a pickup truck to be used
18 exclusively by CONTRACTOR in the carrying out of his duties
19 under this agreement.

20 C. To provide necessary gasoline, oil and vehicular maintenance
21 through its County Yard located at Winters, California.

22 3. This agreement is not assignable by CONTRACTOR in whole or in
23 part without the written consent of COUNTY first had and
24 obtained, and any such assignment without written consent of
25 the COUNTY first had and obtained shall be null and void.

26 4. The parties hereto agree that CONTRACTOR, in the performance
27 of this agreement, shall act in an independent capacity and
28 not as an officer or employee of COUNTY.

29 5. The term of this agreement shall commence on the 1st day of
30 Sept, 1978, and shall terminate on the 30th day of June, 1979.
31 This agreement may be terminated by either party hereto by a
32 30-day written notice of intention to terminate said agreement.

1 6. This agreement supersedes Agreement No. 76-177.
2

3 IN WITNESS WHEREOF, the parties hereto have executed this
4 agreement as of the day and year hereinabove set forth.
5

6 COUNTY OF YOLO, a political subdivision
7 of the State of California
8 Micro Fiched

9 by Arthur H. Chapman
10 CHAIRMAN OF THE BOARD OF SUPERVISORS
11

12
13 ATTEST:

14
15 LAURENCE P. HENIGAN, CLERK

16
17 BY Pat E. Lucas
18 (DEPUTY)

19 (SEAL)

20 Ralph Waldo Chapman
21 RALPH WALDO CHAPMAN
22

23
24 Approved as to Form
25 Dated
26
27 of Yolo County
28
29
30
31
32

FILED

Book 47 (1)
Page 16

OCT - 3 1978

LAURENCE P. HENIGAN, Clerk
(Agreement for Providing Certain Outpatient Services)

By John E. Yocco
DEPUTY

AGREEMENT NO. 78-294

THIS AGREEMENT made and entered into this 17th day of

August, 1978, by and between the County of Yolo, a political sub-
division of the State of California, hereinafter referred to as COUNTY, and
George Stewart, M.D., a duly licensed physician, hereinafter referred to
as PROVIDER.

WITNESSETH:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by
COUNTY employees for certain residents of Yolo County who require such
services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide
the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein
and COUNTY to compensate for said services under the terms and conditions set forth
below.

1. Description of Services: PROVIDER shall provide psychiatric evaluations,
treatment and continuing care as well as consultation to Mental Health
Services' staff and other professionals or agency personnel at a location
designated by Mental Health Services' Program Chief or his designee(s).
2. Services have been performed in contemplation of the execution of this
Agreement. Mental Health Services agrees to pay for said services in
accordance with the provisions of Agreement No. 3.
3. Payment.
 - A. COUNTY will compensate PROVIDER for said services at the rate of

TWENTY

DOLLARS (\$20.00) per hour.

B. The maximum payments from COUNTY to PROVIDER shall be a sum not to exceed EIGHT HUNDRED AND FORTY DOLLARS (\$ 840.00).

C. Payments shall be made by COUNTY to PROVIDER monthly upon submission of a claim to COUNTY countersigned and approved by the Program Chief of County Mental Health Services or his designee(s). **Micro Fiched**

3. Relationship of Parties. The relationship of COUNTY and PROVIDER is and shall be construed to be that PROVIDER is an independent contractor of COUNTY, and not an agent. At no time during the performance of this AGREEMENT is any employee, agent or contractor of PROVIDER an employee, agent or contractor of COUNTY for any purpose, nor shall be construed to be so. PROVIDER will be performing services normally performed by COUNTY employees.

4. Liability. COUNTY assumes all responsibility for services covered under the performance of this Agreement. COUNTY agrees to defend, indemnify and hold PROVIDER harmless from any and all claims, liability or loss arising in any way out of the negligent performance of this Agreement. COUNTY does not assume responsibility or agree to defend, indemnify, or hold PROVIDER harmless from claims, liability, or loss arising from intentional conduct of PROVIDER.

5. Community Service Systems Manual. PROVIDER agrees to comply with all of the provisions contained in the Community Services Systems Manual incorporated herein by reference.

6. Amendments. This writing, together with the Exhibits attached hereto, fully expressess all understandings of the parties concerning all matters covered and shall constitute the total Agreement, whether by written or verbal

1 understanding of the parties, the officers, agents or employees, shall be
2 valid unless made in the form of a written amendment to this Agreement
3 which is formally approved and executed by the parties executing this
4 Agreement or their successors in office. Micro Fiched

5 7. Term. This Agreement shall commence on July 1, 1978, and terminate
6 August 17, 1978. This Agreement may be terminated by either party upon
7 thirty (30) days' written notice to the other of such intention.

8 IN WITNESS WHEREOF, the parties have executed this Agreement as
9 of the day and year hereinabove setforth.

10 COUNTY OF YOLO, a political subdivision
11 of the State of California

12 BY Arthur H. Eberhardt

CHAIRMAN OF THE BOARD OF SUPERVISORS

13 ATTEST

14 LAURENCE P. BENIGAN

15 BY Rita E. Lucas

16 CLERK

17 BY George A. Stewart

18 MENTAL HEALTH SERVICES

19 BY Arthur H. Eberhardt

20 PROGRAM CHIEF

21
22 APPROVED AS TO FORM

23 CHARLES R. MACK
24 CITY COUNSEL

25 BY Elizabeth S. Truitt

26 DEPUTY COUNTY COUNSEL

FILED

11
Jen 16 6

OCT 3 1978

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 78-295

(Agreement for Providing Certain Outpatient Services)

By --- *John E. Jones* ---
DEPUTY

THIS AGREEMENT made and entered into this 24th day of

August, 1978, by and between the County of Yolo, a political sub-

division of the State of California, hereinafter referred to as COUNTY, and

Michael Reding, M.D., a duly licensed physician, hereinafter referred to
as PROVIDER.

WITNESSETH:

Micro Fiched

RECITALS:

1. COUNTY is desirous of providing outpatient services, normally performed by COUNTY employees for certain residents of Yolo County who require such services but are unable to obtain private psychiatric care.
2. PROVIDER represents that it possesses the requisite expertise to provide the services contemplated in Recital 1, above.

AGREEMENTS: PROVIDER agrees to provide the services for COUNTY described herein and COUNTY to compensate for said services under the terms and conditions set forth below.

1. Description of Services: PROVIDER shall provide psychiatric evaluations, treatment and continuing care as well as consultation to Mental Health Services' staff and other professionals or agency personnel at a location designated by Mental Health Services' Program Chief or his designee(s).
2. Services have been performed in contemplation of the execution of this Agreement. Mental Health Services agrees to pay for said services in accordance with the provisions of Agreement No. 3.

3. Payment.

A. COUNTY will compensate PROVIDER for said services at the rate of

- 1 TWENTY DOLLARS (\$ 20.00) per hour.
- 2 B. The maximum payments from COUNTY to PROVIDER shall be a sum not to
- 3 exceed ONE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$1,120).
- 4 C. Payments shall be made by COUNTY to PROVIDER monthly upon submission
- 5 of a claim to COUNTY countersigned and approved by the Program Chief
- 6 of County Mental Health Services or his designee(s). Micro Fiched
- 7 3. Relationship of Parties. The relationship of COUNTY and PROVIDER is and
- 8 shall be construed to be that PROVIDER is an independent contractor of
- 9 COUNTY, and not an agent. At no time during the performance of this
- 10 AGREEMENT is any employee, agent or contractor of PROVIDER an employee,
- 11 agent or contractor of COUNTY for any purpose, nor shall be construed
- 12 to be so. PROVIDER will be performing services normally performed by
- 13 COUNTY employees.
- 14 4. Liability. COUNTY assumes all responsibility for services covered under
- 15 the performance of this Agreement. COUNTY agrees to defend, indemnify and
- 16 hold PROVIDER harmless from any and all claims, liability or loss arising
- 17 in any way out of the negligent performance of this Agreement. COUNTY
- 18 does not assume responsibility or agree to defend, indemnify, or hold
- 19 PROVIDER harmless from claims, liability, or loss arising from intentional
- 20 conduct of PROVIDER.
- 21 5. Community Service Systems Manual. PROVIDER agrees to comply with all of
- 22 the provisions contained in the Community Services Systems Manual
- 23 incorporated herein by reference.
- 24 6. Amendments. This writing, together with the Exhibits attached hereto, fully
- 25 expressess all understandings of the parties concerning all matters covered
- 26 and shall constitute the total Agreement, whether by written or verbal

1 understanding of the parties, the officers, agents or employees, shall be
2 valid unless made in the form of a written amendment to this Agreement
3 which is formally approved and executed by the parties executing this
4 Agreement or their successors in office.

Micro Fiched

- 5 7. Term. This Agreement shall commence on July 1, 1978, and terminate
6 October 9, 1978. This Agreement may be terminated by either party upon
7 thirty (30) days' written notice to the other of such intention.

8 IN WITNESS WHEREOF, the parties have executed this Agreement as
9 of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

11
12 BY *Arthur H. F. ...*
CHAIRMAN OF THE BOARD OF SUPERVISORS

13 ATTEST

14 LAURENCE P. HENIGAN

15 BY *Laurence P. Henigan*
16 CLERK

17
18 BY *Michael ...*

18 MENTAL HEALTH SERVICES

19 BY *AS Thomson*
20 PROGRAM CHIEF

21
22 APPROVED AS TO FORM
23 CHARLES R. MACK
COUNTY COUNSEL

24 BY *Elizabeth S. Frick*
25 DEPUTY COUNTY COUNSEL

FILED

11
Jm/kc

OCT - 3 1978

LAURENCE P. HENIGAN, Clerk

AGREEMENT NO. 78-296

By W. E. G. G. G. (Agreement for Providing Certain Consultative Services)
DEPUTY

3 THIS AGREEMENT, made and entered into this 3rd day of
4 October, 1978, by and between the County of Yolo, a political subdivision
5 of the State of California, hereinafter referred to as COUNTY, and Stewart Teal,
6 M.D., hereinafter referred to as CONSULTANT.

7 WITNESSETH:

Micro Fiched

8 RECITALS:

- 9 1. COUNTY has employed a new psychiatrist who, while well qualified generally,
10 is inexperienced in the field of child psychiatry.
11 2. COUNTY is desirous of obtaining consultation, for the newly employed
12 psychiatrist, from a qualified child psychiatrist.
13 3. CONSULTANT is a well qualified child psychiatrist.

14 AGREEMENTS: COUNTY, in consideration of CONSULTANT'S promises contained in here-
15 inafter recited agreements, and CONSULTANT, in consideration of COUNTY'S promises,
16 contained in hereinafter recited agreements, agree:

- 17 1. CONSULTANT'S SERVICE OBLIGATIONS: Provide consultative and clinical super-
18 vision relative to child psychiatry one hour per week to John Hudnall, M.D..
19 2. PAYMENT: COUNTY shall pay CONSULTANT for services rendered hereunder the
20 sum of FIFTY DOLLARS (\$50.00) per hour to a maximum of NINETEEN HUN-
21 DRED DOLLARS (\$1900) as compensation for services rendered. Said payment
22 shall be made by COUNTY to CONSULTANT upon his submission of a monthly claim
23 to COUNTY. Said claim shall be countersigned and approved by the Program
24 Chief of COUNTY'S Mental Health Division.
25 3. RELATIONSHIP OF PARTIES: It is specifically understood and agreed that
26 CONSULTANT is an independent contractor and is not subject to the direction

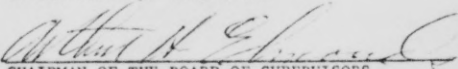
- 1 and control of COUNTY except as to final result.
- 2 4. LIABILITY: CONSULTANT agrees to defend, indemnify and hold COUNTY harmless
- 3 from any and all claims, liability or loss arising from CONSULTANT's per-
- 4 formance under this Agreement. Micro Fiched
- 5 5. AMENDMENTS: The body of this agreement, together with any exhibits attached
- 6 hereto, fully expresses all understandings of the parties concerning all
- 7 matters covered and shall constitute the total agreement. No addition to,
- 8 or alteration of, the terms of this agreement whether by written or verbal
- 9 understanding of the parties, their officers, agents, or employees shall be
- 10 valid unless made in the form of a written amendment to this agreement which
- 11 is formally approved and executed by the parties executing this agreement or
- 12 their successors in office.
- 13 6. TERM: The term of this agreement shall commence October 9, 1978, and shall
- 14 terminate June 30, 1979, unless sooner terminated by either party on thirty
- 15 (30) days written notice to the other of such intent.

16 IN WITNESS WHEREOF, the parties hereto have executed this agreement as

17 of the day and year hereinabove setforth.

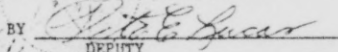
18 COUNTY OF YOLO, a political subdivision

19 of the State of California

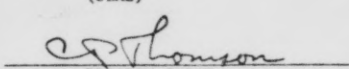
20 
CHAIRMAN OF THE BOARD OF SUPERVISORS

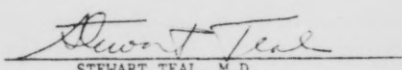
21 ATTEST:

22 LAURENCE P. HENIGAN, CLERK

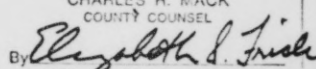
23 BY 
DEPUTY

24 (SEAL)

25 
PROGRAM CHIEF

26 
STEWART TEAL, M.D.

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By 
DEPUTY COUNTY COUNSEL

FILED

①
June 19

OCT - 3 1978

YOLO COUNTY AGREEMENT NO. 78-297

LAURENCE P. HENIGAN, Clerk

AGREEMENT JUS #030

By

[Signature]
DEPUTY

This Agreement is entered into this 1st day of July, 1978 by and between the State of California, Department of Justice, hereinafter called "Department" and the Public Defenders Office of the County of Yolo, hereinafter called "County".

Micro Fiched

Pursuant to Penal Code Section 11050.5 (b), the "Department" agrees to provide to the "County" the services of "Department's" laboratory facilities and personnel and "Department's" technical experts, including but not limited to fingerprint examiners, criminalists, document examiners, polygraph examiners, photographers, and intelligence specialists, for the purpose of assisting in the representation by "County" of persons in criminal proceedings.

"County" agrees to pay "Department" upon receipt of invoices in duplicate an amount equal to the actual cost of performance hereunder at the hourly rate of \$26.15. Said rate having been computed in accordance with Section 8760 of the State Administrative Manual.

The period of this Agreement is July 1, 1978 through June 30, 1979, and may be cancelled upon thirty (30) days notice in writing given by either party to the other.

The total amount of this Agreement shall not exceed \$2,000.

Pursuant to State Administrative Manual, Section 1201.4, a certified copy of resolution, order, motion or ordinance of the governing body of "County" authorizing execution by the official signing this Agreement on behalf of "County" shall be attached hereto and made a part hereof.

Approved as to form

[Signature]
County Council of Yolo County

In witness whereof, this Agreement has been executed by the parties hereto.

State of California
Department of Justice

By

[Signature]

County of Yolo

By

[Signature]

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

RECEIVED

When Recorded Mail To:

OCT 29 1979

PETER McNAMEE, Clerk

By _____

Yolo County
Agreement No. 78-298

AGREEMENT AND GRANT OF EASEMENT

(Transmitter Site Easement)

Agency: Department of Fish and Game
Wildlife Conservation Board

Project: Putah Creek Public Access,
Yolo County

File: EAS-1036

FILED
OCT 29 1979
PETER McNAMEE, Clerk
By _____

THIS AGREEMENT AND GRANT OF EASEMENT is made and entered into by and between the STATE OF CALIFORNIA, acting by and through its DIRECTOR OF GENERAL SERVICES, hereinafter called State, and the COUNTY OF YOLO, hereinafter called Grantee.

The State, pursuant to the provisions of Section 14666 of the Government Micro Fiched Code of the State of California, and in consideration for the additional law enforcement protection to State property which will be afforded by reason of the location of law enforcement transmitter facilities does hereby grant unto Grantee, its successors and assigns forever an easement for the purpose of constructing and maintaining a transmitter site and appurtenances thereto, over and across that certain real property situated in Section 28, Township 8 North, Range 2 West, Mount Diablo Base and Meridian, Yolo County, California, more specifically described as follows:

Commencing at the most westerly of two concrete State Highway monuments as said monuments appear on that certain Parcel Map Number 2453, filed for record in Book 3 of Parcel Maps at Page 4, Yolo County Records. Thence northerly, easterly and southerly the following four courses:

1. N45-24-42E 1017.17 feet;
2. S75-44-45E 1854.39 feet;
3. N79-20-20E 1722.79 feet;
4. S23-55-00W 149.48 feet more or less, to a point lying on the southerly right-of-way of State Highway 128. Said point also being the TRUE POINT OF BEGINNING. Thence from said TRUE POINT OF BEGINNING the following four courses:
 1. S26-25-20W 35.00 feet;
 2. N63-34-40W 8.00 feet;
 3. N26-25-20E 35.00 feet;
 4. S63-34-40E 8.00 feet to the point of beginning and containing .006 acres of land.

PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.

2. Grantee waives all claims against State, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to save harmless, indemnify, and defend State, its officers, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by State, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of State.
3. State reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. State reserves the right to require Grantee, at State expense, to remove and relocate all improvements placed by Grantee upon said real property, upon determination by State that the same interfere with future development of State's property. Within 180 days after State's written notice and demand for removal and relocation of the improvements, Grantee shall remove and relocate the improvements to a feasible location on the property of State, as designated by State, and State shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to State the easement herein granted. Micro Fiched
5. This Easement shall terminate in the event Grantee fails for a continuous period of 18 months to use the Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to State a quitclaim deed, to its right, title and interest hereunder, and shall, on State request, without cost to State, and within 90 days from written demand by State, remove all property placed by or for Grantee upon said property and restore said premises as nearly as possible to the same condition they were in prior to the execution of this Easement. In the event Grantee should fail to restore the premises in accordance with such request, State may do so at the risk of Grantee, and all costs of such removal and restoration shall be paid by Grantee upon demand.

Dated 9/18/79

STATE OF CALIFORNIA
Department of General Services

By [Signature]

APPROVED

By [Signature]

Executive Officer

GRANTEE

COUNTY OF YOLO

By [Signature]

Chairman, Board of Supervisors

APPROVED AS TO FORM

CHARLES R. MACK
COUNSEL

By [Signature]

DEPUTY COUNTY COUNSEL

ORIGINAL—TO LICENSEE
DUPLICATE—TO DISTRICT
TRIPLICATE—TO DEPARTMENT OF
FOOD AND AGRICULTURE
QUADRUPPLICATE—TO DEPARTMENT
OF GENERAL SERVICES—ONLY
WHEN APPROVAL REQUIRED

Yolo County
Agreement No. 78-299

AGREEMENT NO. 169-78

RECEIPT NO.

LICENSE AGREEMENT FOR USE OF FAIRGROUND FACILITIES

THIS AGREEMENT made this 25th day of September, 19 78, at Woodland
County of Yolo, State of California, by and between the 40th District Agricultural Association,
hereinafter called the Association, and Yolo County Board of Supervisors
hereinafter called the Licensee.

Micro Fiched

WITNESSETH:

1. Permission is hereby granted to the Licensee to use the following described property of the Association for a period beginning

8:00 a.m. 10/2/78

and ending 12:00 A.M. Midnight 10/3/78 or upon the following date or

dates ////, upon the conditions, agreements and terms hereinafter set out.

2. This license agreement shall be subject to termination by either party at any time during the term hereof by giving the other party notice in writing at least 30 days next prior to the date when such termination shall become effective.

3. The description of the premises of the Association permitted to be used is described as

The Home Arts Building and Parking Lot, located on the

grounds of the 40th District Agricultural Association,

in Woodland,

in the County of Yolo, State of California.

4. In the event payment for the use herein permitted shall be made by the Licensee on the basis of admissions charged, Licensee expressly agrees that the same shall be paid on the gross amount thereof, Federal admissions tax excepted, and will pay same promptly upon each calendar day upon receipt thereof and will grant no passes or any unpaid admissions without the consent of the Association first had and obtained and shall keep true and accurate records of the receipts of admissions and shall satisfactorily and thoroughly account for the receipt thereof.

5. The Licensee hereby agrees to pay the Association for the use of said premises as follows:

No fee

and payable as follows: No charge

6. In lieu of the payment by the Licensee for utilities during such use and janitorial or other maintenance services during said use the Licensee agrees to pay Association the sum of ////

(\$ ////), hereby agreed to be a reasonable proportion thereof payable in addition to the amount set forth in paragraph 5.

7. Said premises shall be used for Meeting - Commission on Aging, and for no other purpose without the written consent of the Association first had and obtained and Licensee agrees to comply with all ordinances, statutes and rules and regulations applicable to the conduct or operation of the activities of Licensee herein permitted to be conducted and shall provide adequate police protection to maintain order in and about the premises permitted to be used herein or to which necessary or expedient access has been granted at all times during the use of the premises herein permitted to the Licensee and shall not permit a breach of the peace or any unlawful act or omission by any person.

8. Licensee agrees to maintain the premises herein permitted to be used and other portions of the premises of the Association to which it, its employees, agents, licensees or any member of the public has access to by reason of this agreement in good condition, reasonable wear and tear, damage by the elements, act of God, or casualties beyond the control of Licensee only excepted and Licensee agrees to return said premises in the same condition as the premises were before use of the same was permitted hereunder, ordinary wear and tear, damage by the elements, acts of God, or casualties beyond the control of the Licensee, excepted.

9. The Licensee shall provide evidence of insurance for the term of the agreement protecting the legal liability of the State of California, the 40th District Agricultural Association, their officers, agents, servants, and employees, from occurrences as to bodily injury liability and property damage liability which are limited to the operations of the contractor. Such evidence may be supplied by filing with the State, in duplicate, a certificate of insurance, lawfully transacted, issued to the State. For records, the Licensee shall provide a certified copy of the insurance policy.

The certificate or insurance policy shall set forth:

- (1) That the State of California, the 40th District Agricultural Association, their agents, servants, and employees are made additional insureds, but only insofar as the operations under this contract are concerned.
- (2) The dates of inception and expiration of the insurance.
- (3) The amounts of public liability coverage of not less than \$100,000/\$300,000 and the amount of property damage coverage of not less than \$50,000, neither coverage to involve a deductible feature.

IN WITNESS WHEREOF, this agreement has been executed in triplicate, or quadruplicate when required, by and on behalf of the parties hereto, the day and year first above written.

40th DISTRICT AGRICULTURAL ASSOCIATION

Address Box 826, Woodland, California

By

Title Secretary-Manager

YOLO COUNTY BOARD OF SUPERVISORS

Address Courthouse, Woodland, California

By

Title Chairman

- (4) A statement by the insurance company that it will not cancel said policy or policies without giving 15 days prior written notice to the State of California and the District Agricultural Association.
- (5) A statement by the insurance company that neither the State of California nor the District Agricultural Association is liable for the payment of any premiums or assessments on said policy or policies.
- (6) A statement that insurance coverage is on an occurrence basis.

Licensee agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Licensee agrees to provide the District Agricultural Association at least fifteen (15) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of said Department of General Services and contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Licensee fails to keep in effect at all times insurance coverage as herein provided that State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

10. Licensee does further expressly agree to indemnify and save the Association, its officers, agents, servants, and employees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and howsoever the same may be caused or may arise resulting directly or indirectly from the exercise of this license or the occupation of the premises herein permitted to be used or the premises of the Association to which the Licensee, its agents, employees, or licensees may have access by reason of this license.

11. The Association shall have the privilege of inspecting the premises covered by this agreement at any or all times. Micro Fiched

12. This agreement shall not be assigned in whole or in part nor may any right hereunder granted to Licensee be granted in turn to any person without the written consent of the Association first had and obtained.

13. The Association may terminate this agreement and be relieved of any further performance if Licensee fails to perform any covenant herein contained at the time and in the manner herein provided, which said right shall be cumulative to any other legal right or remedy.

14. The parties hereto agree that the Licensee, and any agents and employees of Licensee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Association.

15. Notwithstanding anything herein contained to the contrary, this agreement may be terminated and the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

16. Time is of the essence of each and all the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

17. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. All safety orders of the Division of Industrial Safety, Department of Industrial Relations, must be strictly observed.

19. Additional provisions, if any, and/or alterations to existing provisions contained herein, shall be attached to this agreement and marked "Exhibit". Such attached sheets when properly signed by both parties become a part of this agreement and shall be binding upon the parties hereto.

20. FAIR EMPLOYMENT PRACTICES. If this agreement provides for a concession the following provisions apply:

1. In the performance of this contract, the Licensee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* The Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex,* age,* national origin, or physical handicap.* Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Licensee will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Licensee has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Licensee and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Licensee, the difference between the price named in the contract and the actual cost thereof to the State.

* See Labor Code Sections 1411-1432.5 for further details.

MEMO FOR FAIR MANAGEMENT:

- Department of General Services approval is required on all four copies if the period is for longer than one week, or the activity is considered hazardous. (Except stall or storage rentals for longer than one week.)
- Submit all four copies of the agreement if Department of General Services approval is required, together with a resolution by the Board of Directors. Submit only the triplicate copy if Department of General Services approval is not required, immediately upon execution. It is only necessary to prepare three copies if approval is not required.
- The insurance provision in Item 9 is required only for an activity hazardous to the public, such as a rodeo, automobile or motorcycle race or thrill show, fireworks display, circus, carnival, helicopter riding, archery, rifle or gun club activity, stage coach rides, pest control services, etc. One copy of the certificate of insurance must accompany the agreement when submitted to the Department of Agriculture for approval. In the case of rodeos, the license shall provide a certified copy of the insurance policy in a form satisfactory to the State. However, if a rodeo licensee already has a certified copy of his insurance policy on file with the Division of Fairs and Expositions which provides that all district agricultural associations be contracting with are named as additional insureds, it is not necessary to submit an additional copy. If the activity is not hazardous, Item 9 should be deleted and initialed by both parties.
- Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used. (Items 6, 9 and 19.)
- This form is to be used for rental or other use of fairground facilities, except during the conduct of the fair, in which case a Form 2, Standard Agreement, should be used.

40TH DISTRICT AGRICULTURAL ASSOCIATION
P.O. BOX 626
WOODLAND, CALIFORNIA 95695

RECEIVED

SEP 2 1973

LAURENCE P. HENIGAN, Clerk

By Deputy

FROM: Ron Maraviov

SUBJECT: License Agreement for use of Fairgrounds Facilities

Dear Friend:

Enclosed is the license agreement for your group to use the facilities of the 40th District Agricultural Association.

Please sign all copies, initial the strikeouts on each copy, under my initials, keep only the original copy and return all other copies to this office.

Micro Fiched

No permission will be granted to use these facilities if we do not have the signed agreement in this office before the date of use.

Security police will be required for any function at which a public dance is held or alcoholic beverage is served at the direction of the management. There must be a minimum of two guards per one hundred people. If guards are required by management, copy of security contract to be returned with license agreement.

Liquor liability insurance is not covered for events when renting hall through the Association. Licensee must provide their own coverage when dispensing liquor. Liquor liability insurance is for the protection of the contracting organization or individual. It is recommended that each contractor investigate the need for liquor liability coverage. No person under 21 years of age should be allowed in dance where liquor is served. Also insurance requirements should be looked into when the dance is public (ie, tickets sold at door). State requirements are \$100,000/\$300,000 public liability and \$50,000 property damage coverage.

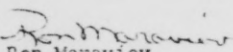
Hall rentals are from 10:00 a.m. thru 2:00 a.m., unless morning time is otherwise changed by management. After 2:00 A.M. Licensee will be charged double time for maintenance crew @ \$22.00 per hour.

CLEANUP IS TO THE SATISFACTION OF THE MANAGEMENT OR LABOR WILL BE CHARGED @ \$17.00 per hour. Labor will be charged for Fair Employees only and not for trustees. An additional charge for trash removal will be charged @ \$1.50 per load for garbage. Groups doing their own setup and cleanup will take all equipment used back to storage area. Cleanup consists of mopping floors in kitchen, main hall, and restrooms, cleaning kitchen sinks and restrooms' facilities, also clearing parking lot of trash. Cleanup must be completed by next event in building or by noon of the next day.

Rental rates for commercial events with admission charge to public or at which public sales are held, are to be negotiated with management.

Thank you for your cooperation.

Sincerely,


Ron Maraviov
Secretary-Manager

Enclosure

FILED

OCT 23 1978

LAURENCE P. HENNINGSON, Clerk

By Barbara Rodgers Deputy

1 AGREEMENT NO. 78-300

2 Woodland,, California

3 October 3,, 1978

4 THOMAS EDWARD REARDON
5 GRANTOR

6 RIGHT OF WAY CONTRACT
7 COUNTY HIGHWAY

Micro Fiched

8 Document No. 78-19 in the form of a Grant Deed, covering the
9 following described property:

10 A 20.00 foot wide strip of land being a portion of the
11 Southeast Quarter of Section 3, Township 8 North, Range 1
12 East, M.D.B. & M., Yolo County, California, said 20.00
foot wide strip being more fully described as follows:

13 COMMENCING at the Southwest corner of said Southeast
14 Quarter of Section 3, as said corner appears of record
15 on that certain Record of Survey filed in Book 9 of Maps
16 and Surveys at Page 66, on November 19, 1963, Yolo County
17 Records; thence North $00^{\circ}10'30''$ East 30.00 feet along the
18 West line of said Southeast Quarter of Section 3 to the
19 Northerly right of way line of County Road No. 31, THE
20 TRUE POINT OF BEGINNING; THENCE North $89^{\circ}45'27''$ East
21 2142.93 feet along said Northerly right of way line of
22 County Road No. 31 to the Southwest corner of that certain
23 parcel of land described in the deed recorded in Book 1180
24 of Official Records at Page 294 on February 25, 1976, Yolo
25 County Records; thence North $00^{\circ}14'33''$ West 20.00 feet
26 along the West line of said parcel; thence South $89^{\circ}45'27''$
27 West 2142.79 feet along a line parallel with and 20.00 feet
28 Northerly of said Northerly right of way line of County Road
29 No. 31 to the West line of said Southeast Quarter of Section
30 3; thence South $00^{\circ}10'30''$ West 20.00 feet along said West
31 line of the Southeast Quarter of Section 3 to the true
32 point of beginning.

Containing 0.984 acres

has been executed and delivered to Lloyd H. Roberts, Director of
Public Works of the County of Yolo.

In consideration of which, and the other consideration herein-
after set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their
agreement.

The performance of this agreement constitutes the entire
consideration for said document and shall relieve the County of

1 Yolo all further obligations or claims on this account, or on
2 account of the location, grade and construction of the proposed
3 public improvement.

4 II. The County shall: Micro Fiched

5 A. Pay the undersigned grantor the sum of \$1,775.00 for
6 the property as conveyed by Grant Deed No. 78-19 (herein
7 described) within sixty (60) days after date title to said property
8 vests in, or is in escrow for the County of Yolo, free and clear
9 of all liens, encumbrances, assessments, easements, and leases
10 recorded and/or unrecorded.

11 This transaction will be handled through an escrow number
12 74715 with Western Title Guaranty Company of Woodland.

13 B. Pay all escrow and recording fees incurred in this
14 transaction including documentary tax stamps, if required, and if
15 title insurance is desired by the County, the premium charged
16 therefor.

17 C. During construction of this project (known as County
18 Road 31, Work Order Number 4292) and prior to completion, the
19 County will:

20 1. Relocate that portion of Grantor's existing
21 irrigation discharge pipe lying within the hereinabove
22 described property on to Grantor's remaining property.
23 The East end of the pipe to be relocated is approx-
imately 40 feet North of the centerline of Road 31
and 75 feet East of the East end of the bridge over
Dry Slough.

24 2. Grade the proposed roadside ditch along the North
25 side of Road 31 to provide for the flow of surface
water from Road 96 to Dry Slough.

26 3. Construct gravel field access driveway near the
27 West end of the roadside ditch mentioned in 2.,
28 hereinabove, equal in width to the existing driveway,
with the necessary roadside culvert

29 4. Construct gravel field access driveways, equal
30 in width to the existing driveways, with the necessary
roadside culverts at the following locations:

31 a. Approximately 200 feet West of Dry Slough to
32 replace the existing driveway at that location

b. At the West end of Grantor's property to
replace the existing driveway at that location.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

Micro Fiched

Thomas Edward Reardon
GRANTOR

Dated: 8-30-78

Recommended for Approval.

By Leggett Roberts
10-20-78

William H. ...
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

APPROVED AS TO FORM

County Counsel, Yolo County

FILED

OCT - 3 1978

LAURENCE P. HENIGAN, Clerk

By *Laurence P. Henigan*
DEPUTY

1 AGREEMENT NO. 78-301

2 (Agreement to Establish Branch Library)

3 THIS AGREEMENT, by and between the County of Yolo, a political
4 subdivision of the State of California, hereinafter referred to as
5 COUNTY, and the Esparto Unified School District, a political
6 subdivision of the State of California, hereinafter referred to
7 as DISTRICT,

8 W I T N E S S E T H:

Micro Fiched

9 I. RECITALS:

10 A. DISTRICT has a library at its high school which would
11 be suitable for use as a County branch library.

12 B. Residents of DISTRICT have requested such a county
13 branch library.

14 C. COUNTY desires to continue branch library service to
15 residents of DISTRICT, provided suitable housing for such a
16 branch library is provided by DISTRICT.

17 II. AGREEMENTS:

18 A. Agreements by District:

19 (1) In consideration of the services to be rendered
20 by COUNTY, as hereinafter set forth, DISTRICT shall provide the
21 following:

22 (a) Space currently designated for use as a library
23 at DISTRICT'S high school, to be made available to COUNTY for a
24 county branch library as provided herein.

25 (b) All utilities necessary for the utilization
26 of said space as a county branch library.

1 (c) Appropriate furniture suitable for library use,
2 including but not limited to, bookshelves, tables, and chairs.

3 (d) Maintenance of said library space, including
4 but not limited to, keeping the premises clean and in a good state
5 of repair, replacing light bulbs, and providing other similar
6 services.

Micro Fiched

7 (e) An appropriate number of student aides for
8 not less than five (5) hours per week, subject to availability,
9 while school is in session from September through June of each
10 school year.

11 (f) Fire and liability insurance, naming the
12 COUNTY as a co-insured on said policy.

13 (2) Any obligations incurred by DISTRICT under the
14 terms of this agreement are enforceable only in consideration
15 of DISTRICT'S right to receive benefits and fulfill the obligations
16 of this agreement during any given fiscal year.

17 (3) DISTRICT agrees that this agreement is made upon
18 the express condition that COUNTY is to be free from all liability
19 and claim for damages arising out of action or conduct of DISTRICT,
20 its agents, servants, employees, and invitees during the term of
21 this agreement or any extension thereof. DISTRICT hereby covenants
22 and agrees to defend, indemnify, and save COUNTY harmless from
23 all liability, loss, costs and obligations on account of, or
24 arising out of any such injuries or losses however occurring.

25 B. Agreements by County:

26 (1) In consideration of the items and services to be

1 provided by DISTRICT, as set forth above, COUNTY shall provide the
2 following:

3 (a) Sufficient library staff to operate a County
4 branch library in the space provided herein by DISTRICT for not
5 less than twenty (20) hours per week. Micro Fiched

6 (b) Furniture appropriate for library use, such
7 as bookshelves, card catalogs and typewriters to the extent that
8 such furniture and equipment is not provided by DISTRICT.

9 (c) Books and periodicals suitable for a COUNTY
10 branch library collection and appropriate catalog cards or
11 card catalog files. The selection and number of books and
12 periodicals COUNTY shall provide shall be determined by the
13 COUNTY librarian.

14 (d) Fire insurance covering any books, equipment
15 and materials provided by COUNTY.

16 (2) Any obligations incurred by the COUNTY under the
17 terms of this agreement shall be enforceable only in consideration
18 of COUNTY's right to receive the benefits and fulfill the obliga-
19 tions of this agreement during any given fiscal year.

20 (3) COUNTY agrees that this agreement is made upon the express
21 condition that DISTRICT is to be free from all liability and
22 claim for damages arising out of actions or conduct of COUNTY,
23 its agents, servants, employees, and invitees during the term
24 of this agreement or any extension thereof. COUNTY hereby
25 covenants and agrees to defend, indemnify, and save DISTRICT
26 harmless from all liability, loss, costs, and obligations on

1 account of or arising out of any such injuries or losses however
2 occurring.

3 C. Mutual Agreements:

4 (1) COUNTY and DISTRICT shall share existing book
5 collections and confer on selection of new materials to avoid
6 unnecessary duplication.

Micro Fiched

7 (2) The book collections of COUNTY and DISTRICT shall
8 be integrated, however, both parties shall retain separate owner-
9 ship of their respective collections.

10 (3) COUNTY and DISTRICT shall share proportionately
11 in providing miscellaneous office and library supplies, such as
12 circulation supplies.

13 (4) The term of this agreement shall begin on
14 October 6, 1978, and it shall terminate June 30, 1979. The
15 agreement shall be automatically renewed on a year to year basis
16 on July 1, of each year unless COUNTY or DISTRICT shall have
17 given written notice of termination by June 1 of any given year.
18 Notwithstanding the foregoing, the agreement may be terminated
19 at any time by either party by given written notice thereof to
20 the other party at least thirty (30) days in advance of the
21 termination date.

22 / / / / /

23 / / / / /

24 / / / / /

25 / / / / /

26 / / / / /

1 IN WITNESS WHEREOF, the parties hereto have caused this
2 agreement to be executed on the day and year first above written.

3 ESPARTO UNIFIED SCHOOL DISTRICT

4 BY Edward P. Tamm
5 PRESIDENT, GOVERNING BOARD
6 Sect.

7 COUNTY OF YOLO

8 Micro Fiched

9 BY Arthur H. Edwards
10 CHAIRMAN, YOLO COUNTY BOARD OF
11 SUPERVISORS

12 ATTEST:

13 LAURENCE P. HENIGAN, CLERK

14 BY Laurence P. Henigan

15 DEPUTY

16 (SEAL)

STANDARD AGREEMENT —

APPROVED BY THE
ATTORNEY GENERAL/ Yolo County
/ Agreement No. 78-302 /STATE OF CALIFORNIA
S.D. 2 (REV. 11/75)
☐ COUNTY CLERK
☐ STATE AGENCY
☐ DEPT. OF GEN. SV.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 13 day of September, 1978,
in the State of California, by and between the State of California, through its duly elected or appointed,
qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY California Department of Aging	FILE NO. 57091040
---	--	----------------------

hereafter called the State, County of Yolo for
Economic Opportunity Commission of Yolo County, Inc.

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the Stat.
hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows: **Micro Fiched**

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Whereas, Section 707 of the Older Americans Act, as amended, requires the Secretary of Agriculture to maintain, a level of not less than 25 cents per meal in donated foods to recipients of grants and contracts under Title VII of the Act which authorizes the Nutrition Program for the Elderly;

Whereas, that amount is subject to adjustment on an annual basis to reflect changes in the services for food away from home of the Consumer Price Index published by the Bureau of Labor Statistics of the Department of Labor. The reimbursement rate for FY 79 is 30¢ per meal.

Whereas, the California Department of Aging, by letter, dated June 27, 1978, notified the Regional Administrator, Food and Nutrition Service, USDA, that the State of California chooses to receive all cash for Fiscal Year 1979;

Whereas, in order to carry out the purposes of Section 707 of the Older Americans Act of 1965, as amended by Public Law 95-65, the California Department of Aging has been authorized to receive funds from the Department of Agriculture for paying part of the costs of purchasing food commodities for Title VII Nutrition Program for the Elderly.

This Program is authorized pursuant to Title 45, Code of Federal Regulations, Public The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY California Department of Aging BY (AUTHORIZED SIGNATURE)	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) Economic Opportunity Commission of Yolo County, BY (AUTHORIZED SIGNATURE) <u>William H. Edwards</u>		
TITLE Director	TITLE CHAIRMAN, BOARD OF SUPERVISORS, COUNTY OF YOLO, STATE OF CALIFORNIA		

CONTINUED ON — SHEETS, EACH BEARING NAME OF CONTRACTOR		APPROPRIATION		FUND	
Department of General Services Use ONLY		USDA Entitlement		Special Deposit	
AMOUNT ENCUMBERED \$7,556	UNENCUMBERED BALANCE \$	ITEM	CHAPTER	STATUTES	FISCAL YEAR 1979
ADD. INCREASING ENCUMBRANCE \$	ADD. DECREASING ENCUMBRANCE \$	FUNCTION Contractual Service			
		LINE ITEM ALLOTMENT			
I hereby certify, upon my own personal knowledge, that budgeted funds are available for the period and purpose of the expenditure stated above.		F.D.A. NO.		F.Y. NO.	
SIGNATURE OF ACCOUNTING OFFICER <u>[Signature]</u>		DATE 9/30/78			
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY <u>[Signature]</u>		DATE			

Micro Fiched

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

Approved as to Form
Dated _____
COUNTY CLERK
County Council of Yolo County

Welfare Chapter XIII, Administration on Aging, Part 1324;

Therefore, it is mutually agreed as follows:

1. (a) Funds received under this agreement shall be used in conjunction with Project "Not By Bread Alone", No. 7047576 now in progress and shall be carried and in accordance with Title VII of the Older Americans Act of 1965, as amended, the program regulations and directives thereto, federal and state laws, and the State Manual for Title VII operations and reporting requirements, all of which are or may be operative during the term of this contract.
- (b) Copies of all documents set forth in subparagraph 1 (a) hereto are available for inspection at California Department of Aging, 918 "J" Street, Sacramento, California 95814. Micro Fiched
2. This agreement is subject to the availability of funds.
3. The term of this agreement is from October 1, 1978 to December 31, 1978, subject, however, to earlier termination as herein provided.
4. In consideration of the on-going performance of this agreement is a manner considered satisfactory to the State, State shall pay Contractor a total amount not to exceed \$ 7,556 which is derived solely from Federal Funds. A portion of the total contract amount shall be paid Contractor not more frequently than monthly, in advance, during the term of this agreement up to 90% of the total contract amount upon receipt and approval of monthly Nutrition Participant Report (CDA-16) and Monthly Report of Cash Flow and Request for Funds (CDA-86) by the State. Contractor will receive monthly, in advance, 30 cents for each meal Contractor estimates to be served in the Title VII program for the following month. Contractor shall submit data on the actual number of meals served during the contract period, not later than 15 days after the expiration of this contract. An adjustment shall be made on the amount advanced relative to the number of meals served. Any USDA funds due under the terms of this contract shall be paid promptly.
5. Contractor shall account for and maintain all funds received under the terms of this agreement separate from any other funds administered by Contractor. Contractor shall expend all funds received hereunder in accordance with this agreement.
6. State shall have the right to monitor the Title VII projects which receive cash payments in lieu of donated foods to insure that the amounts so received are expended solely for the purchase of United States agricultural commodities and other foods for such programs.

and hours of employment, occupational safety, and to fire safety, health and sanitation.

14. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of actual receipt. Mailed notices to the State shall be addressed to the California Department of Aging, 918 "J" Street, Sacramento, California 95814, and mailed notices to Contractor at the address indicated by it in its project grant application. Each party may change its address by written notice in accordance with this paragraph.

Micro Fiched

15. State, at its sole discretion, may extend the time for performance of any act by Contractor hereunder by written notice of such extension to Contractor.

16. If, in the sole discretion of the State, conditions arise which warrant the suspension or termination of the project, the State may suspend or terminate project operations hereunder. Such suspension or termination shall be effective upon five (5) days written notice to Contractor of the action being taken, the reason for such action, and any conditions of the suspension or termination. Said notice shall also inform Contractor of its right to appeal such decision to the State and of the procedure for doing so.

No federal or State funds shall be used to cover any cost accrued by Contractor during any period of suspension.

The project shall be deemed terminated when its operations have been suspended for more than three consecutive months in any budget year.

Conditions which may warrant suspension or termination include as non-exhaustive examples: Contractor's violation of the terms of this agreement; Contractor's inadequate program performance; or unavailability of resources adequate to complete the program.

Contractor's failure to comply with the terms of any prior agreement with State may, in the sole discretion of the State, be deemed grounds for suspension or termination of this project.

17. Contractor may appeal any determination, decision, action or non-action, including suspension or termination (hereinafter collectively referred to as "action"), affecting a project under this agreement within fifteen (15) days after notice of such action.

Such appeal shall be in writing to the Director of the California Department of Aging, and shall set forth plainly the action or actions being appealed, the reasons Contractor finds such action unsatisfactory, and its suggested course of action for State.

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Such appeal shall be in writing to the Director of the California Department of Aging, and shall set forth plainly the action or actions being appealed, the reasons Contractor finds such action unsatisfactory, and its suggested course of action for State.

At the time of making any appeal, Contractor may request either an oral or written hearing, at his option. The Director shall set a date for any such hearing not later than 60 days following receipt of the request therefor, at a time and place convenient to the parties. Contractor may, at his own expense and without charging the same against project funds, be represented at such hearing by any representative of his choice not employed by the State. Contractor or its representative shall have the right to present Contractor's views at such hearing.

The Director, or a designee of the Director, preferably having no contact with the project, shall make a written response to the appeal within thirty (30) days of receipt of the appeal or within 30 days of the close of any hearing held thereon, whichever is later, except that, if the Director or the Director's designee shall make no such response within the time set forth, the action of the State field representative shall be deemed affirmed.

Micro Fiched

Any decision by the Director, whether in writing or by the expiration of time as provided herein, shall be final and conclusive upon Contractor.

Unless the Director directs otherwise, no appeal of any action, including suspension or termination, shall operate to stay the effective date of such action.

18. As used through this agreement, the term "shall", is mandatory; the term, "may", is permissive.

and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subgrantee, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Subgrantee.

Yolo County for
Economic Opportunity Commission of
Yolo County, Inc.

(Subgrantee)

DATED 10-10-78

Micro Fiched

BY:

Arthur H. Edmonds

(President, Chairman of Board, or
comparable authorized official)

Board of Supervisors

~~Yolo County Courthouse~~

P.O. Box 1098

Woodland, California

95695

Title

CHAIRMAN, BOARD OF SUPERVISORS,

COUNTY OF YOLO, STATE OF CALIFORNIA

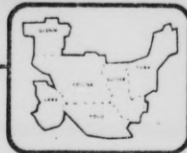
(Recipient's mailing address)

Yuba College Yuba Community College District

North Beale Road & Linda Avenue

Marysville, California 95901

Telephone (916) 742-7351



CENTERS AT

BEALE AFB
WOODLAND
LAKE CO.
COLUSA CO.
SERVICE CENTER

Yolo County
Agreement No. 78-303

MEMORANDUM OF AGREEMENT

Between

YUBA COMMUNITY COLLEGE VOCATIONAL NURSING PROGRAM

and

YOLO GENERAL HOSPITAL

July 1, 1978 - June 30, 1979

OCT 10 1978

LAURENCE P. HENIGAN, Clerk

By *Ed E. Lucas*
DEPUTY

I. AFFILIATING AGENCY:

The Yuba Community College Vocational Nursing Program (hereinafter called the SCHOOL) and the Yolo General Hospital (hereinafter called the AFFILIATING HOSPITAL).

Micro Fiched

II. AFFILIATING AGREEMENT:

This is a mutual agreement between the administration of the AFFILIATING HOSPITAL and the SCHOOL that the AFFILIATING HOSPITAL will accept vocational nursing students for supervised nursing experience and concurrent clinical instruction.

III. THE AFFILIATING HOSPITAL AGREES TO:

- A. Provide nursing experience in those services assigned by the SCHOOL for an appropriate number of vocational nurse trainees for 4 weeks during preclinical period. Rotation, service, and length of services will be determined by the SCHOOL.
- B. Admit all students without discrimination in race, sex or creed. All students assigned to the hospital to receive training without discrimination as to patients or use of personal facilities.

DANIEL G. WALKER
District Superintendent and President
GOVERNING BOARD OF TRUSTEES
Pres. Fred Sankey, Colusa

ALGEO H. BRILL
Assistant Superintendent and Vice President
V. Pres. Ted George, Yuba City
Clerk John W. Pennebaker, Marysville
Grace Clement, Marysville

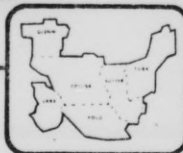
ROBERT J. CAREY
Assistant Superintendent for Business Services
Eyvind M. Faye, Knight's Landing
Eileen Frye, Yuba City
Nordstrom Johnson, Esparto

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Grace Clement, Marysville

ROBERT J. CAREY
Assistant Superintendent for Business Services
Evelyn M. Faye, Knight's Landing
Eileen Frye, Yuba City
Nordstrom Johnson, Esparto

C. Observe the following personnel policies:

1. Regulation coffee breaks are to be granted.
2. To provide suitable dressing rooms with locker space and locks for both men and women affiliates when available.
3. Vocational nurse affiliates to be allowed the same lunch room and rest room facilities as provided for other employees, with no racial discrimination.
4. Students to be required to wear the accepted school identifying sleeve patch.

D. Provide a suitable room for use in counseling and teaching at hospital.

IV. THE SCHOOL AGREES TO:

- A. Provide classroom instruction. Vocational nursing students to be given at least two (2) weeks of preclinical instruction in theory and practice prior to hospital practice.

Micro Fiched

- B. Provide a clinical teacher-supervisor. A well-qualified, certificated, registered professional nurse to be employed to serve as a clinical teacher-supervisor for instruction, supervision, rotation and record keeping for vocational nurse trainees (1 instructor for not more than 15 students), which will include the following duties:

1. To give close supervision, guidance and counseling to vocational nurse trainees. All assignments to patient care and nursing experience will be made by the SCHOOL in accordance with Article 5, Section 2556.6 of the Vocational Nurse Practice Act.
2. Services and time spent in daily clinical experience will be determined by the SCHOOL.
3. Meet periodically with hospital staff for assistance with the development of curriculum policies and integration of the educational program.
4. Require students to purchase Malpractice Insurance.

C. Submit the following information to the AFFILIATING HOSPITAL.

1. A statement of the number of expected affiliating students at least one week prior to the affiliating date.
2. Notify the Director of Nurses concerning vacation periods, in advance.

V. REQUEST FOR WITHDRAWAL:

The SCHOOL may withdraw any student whose progress, achievement, or adjustment does not justify his or her continuance within the SCHOOL.

VI. DISCONTINUANCE OF AGREEMENT:

If either party to this agreement wishes to withdraw, it is understood that at least two months' notice shall be given by either participating agency and that students enrolled in the several services shall be given an opportunity to complete the full program offered in these services. Micro Fiched

Date: 10-10-78

Signed: *John K. Edwards*

Date: Sept 12, 1978

Signed: *Daniel E. Walker*

Dr. Daniel E. Walker
District Superintendent & President
Yuba Community College District

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By *Donna M. Mack*

DEPUTY COUNTY COUNSEL

FILED 219

OCT 17 1978

LAURENCE P. HENIGAN, Clerk

By John E. Lucas
Deputy

AGREEMENT NO. 78-304

(Agreement to Lease Additional County Lands
Under the Terms and Conditions of Agreement No. 68-43)

THIS AGREEMENT, made and entered into this 17th day of October 1978, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and YOLO SPORTSMEN'S ASSOCIATION, a non-profit corporation (hereinafter referred to as "SPORTSMEN"),

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties to this agreement have heretofore entered into Agreements No. 68-43, No. 73-14, No. 74-284, and No. 76-127, which agreements lease certain lands therein described to SPORTSMEN.
2. It is now desired by the parties to add back certain lands, previously released under Agreement No. 74-284, to the land currently being leased, with certain additional terms and conditions.

AGREEMENTS:

1. COUNTY hereby leases to SPORTSMEN and SPORTSMEN hereby hires those certain premises situated in the County of Yolo, State of California, more particularly described as follows:

A parcel of land being a portion of the North West one quarter of Section 34 Township 9 North Range 1 East, M.D.B.&M. and further being a portion of that certain parcel described in that certain Lease Agreement, Number 68-43 filed May 20, 1968, in the Office of the Clerk of Yolo County, State of California, and being more fully described as follows:

Beginning at the Northeast corner of the Northwest one quarter of said Section 34; thence along the North line of said Northwest one quarter, South

89°47'25" West 1550.00 feet; thence leaving said North line, South 00° 06'06" West 770.00 feet more or less to the Northerly line of the Clear Lake Water Company Irrigation Canal; thence Easterly along the meanders of said Northerly line, to the East line of said Northwest one-quarter Section 34; thence North 00°06'06" East along said East line 1080.0 feet more or less to the Point of Beginning and containing 25 Acres of Land approximately.

Excepting therefrom the Westerly 60 feet of the herein above described parcel; containing 1 acre of land.

2. SPORTSMEN shall pay to COUNTY rent for the above described property in the same amount per acre, and under the same terms and conditions, as set forth in Agreement No. 68-43.

Micro Fiched

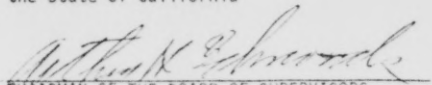
3. SPORTSMEN agrees to make its firing ranges available to County Sheriff's Department for training purposes at no charge to COUNTY. Sheriff must agree to schedule such training at a time firing ranges are normally closed to SPORTSMEN membership and the public. Sheriff agrees to furnish all practice materials, leave the premises as found, and to vacate the ranges after a practice session not later than one-half hour after sundown.

4. This agreement for the above-described property may be terminated by either party upon one (1) years' notice to the other of its intention to terminate.

5. The terms and conditions of Agreements No. 68-43, 73-14, 74-284, and 76-127, except as otherwise provided in this agreement, shall apply to the land which is the subject of this agreement.

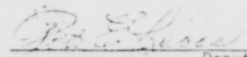
IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the year and day hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California


CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:

LAURENCE P. HENIGAN, Clerk

By: 
Deputy

(SEAL)

YOLO SPORTSMENS' ASSOCIATION

By: _____

PRESIDENT

By: _____

SECRETARY

Micro Fiched

APPROVED AS TO FORM

CHARLES R. MACK

COUNTY COUNSEL

By: _____

DEPUTY COUNTY COUNSEL

1 gram budget (Exhibit "B"); or payment in accordance with the provisions
2 of 2 B, C, and D below for services rendered from the beginning of the
3 term of this agreement through the termination date specified in the
4 notice of termination described in agreement 6 C below. Exhibit "B" shall
5 be the basis for and limitations of any and all reimbursement from COUNTY
6 to PROVIDER for services provided. Micro Fiched

7 B. Such payments shall be made by COUNTY monthly upon submission of a
8 claim to COUNTY countersigned and approved by the Program Chief
9 of COUNTY'S Mental Health Services hereinafter referred to as SERVICE,
10 detailing services provided.

11 C. PROVIDER shall maintain statistical records of services rendered
12 and financed, and shall make said records available to audit by
13 COUNTY upon reasonable notice. Said records shall be maintained
14 for four (4) years.

15 D. All funds received by PROVIDER from COUNTY shall be used for and
16 applied to the expenses and categories of expenses designed in
17 Exhibit "E" attached hereto and incorporated herein, and for no
18 other purposes.

19 3. RELATIONSHIP OF PARTIES: The relationship of COUNTY and PROVIDER is and
20 shall be construed to be that PROVIDER is an independent contractor of
21 COUNTY, and not an agent. At no time during the performance of this
22 Agreement is an employee, agent or contractor of PROVIDER an employee,
23 agent or contractor of COUNTY, nor shall they be construed to be so.

24 4. DESIGNATED REPRESENTATIVES:

25 A. PROVIDER will designate a representative for administrative and clinical
26 matters relative to this agreement within two weeks of the execution

1 this agreement.

2 5. LIABILITY: PROVIDER assumes all responsibility for services covered under
3 the performance of this agreement. PROVIDER agrees to defend, indemnify and
4 hold COUNTY harmless from any and all claims, liability or loss arising in
5 any way out of the performance of this agreement.

Micro Fiched

6 6. TERM:

7 A. This agreement shall commence on July 1, 1978, and terminate on June
8 30, 1979, unless as otherwise provided herein in agreement 6 B and C
9 below.

10 B. This agreement may be terminated by either party upon thirty (30) days
11 written notice to the other of such intent, except as provided herein
12 in agreement 6 C below.

13 C. Should the funds granted the COUNTY in the 1978/79 fiscal year State
14 or COUNTY final budget to cover the cost of the Mental Health Services
15 be reduced by greater than 10% or COUNTY Mental Health Program be
16 terminated by Local authorities, then the COUNTY may terminate this
17 agreement by providing Notice of Termination specifying an effective
18 date of termination no earlier than two (2) days following the postmark
19 of the notice.

20 D. Notices to be given by one party to the other may be given to the
21 recipient party's herein designated representatives.

22 7. COMMUNITY SERVICES SYSTEMS MANUAL: PROVIDER agrees to comply with all of
23 the provision contained in the Community Services System Manual as outlined in

24 / / / / /

25 / / / / /

26 / / / / /

Exhibit "C" attached hereto and incorporated herein.

8. AMENDMENTS: This writing, together with the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total agreement. No addition to, deletion or alteration of, the terms of the agreement, whether by written or verbal understanding of the parties, the officers, agents, or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by the parties executing this agreement or their successors in office. This agreement supersedes all other agreements between the parties for services.

Micro Fiched

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove set forth.

COUNTY OF YOLO, a political subdivision
of the State of California.

BY

[Signature]
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY

[Signature]
CLERK

(SEAL)

SUICIDE PREVENTION OF YOLO COUNTY, INC.
a private non-profit Organization

BY

[Signature]
CHAIRMAN Director

MENTAL HEALTH SERVICES

BY

[Signature]
Director

APPROVED AS TO FORM
CHARLES R. MACK
COUNTY COUNSEL

By

[Signature]
DEPUTY COUNTY COUNSEL

EXHIBIT "A"

CONTRACTOR shall maintain a 24-hour answering service staffed by trained listeners who provide help and offer useful alternatives for anyone tempted to suicide or suffering from feelings of despair, loneliness, alienation, or anxiety.

CONTRACTOR shall also provide a ready contact between the highly disturbed citizens of Yolo County communities and the established helping agencies which are available to them.

Such services shall include, but not be limited to the following:

A. TELEPHONE SERVICE

Micro Fiched

1. Providing telephone service 24 hours per day, 365 days per year utilizing an answering service.

B. VOLUNTEER TRAINING

1. Annual 8-week series on suicide prevention and crisis intervention, with the help of community medical and mental health professionals.
2. Ongoing training during monthly meetings.

C. PUBLIC INFORMATION SERVICES

1. Annual public information series on suicide prevention and crisis intervention (coordinated with volunteer training).
2. Informational material dispensed through local newspapers and radio.
3. Speakers supplied to interested community, church, and service groups.
4. Periodic advertising through local media.
5. Posters supplied to dorms and off-campus housing groups.

PROGRAM BUDGET

EXHIBIT-B

79 FISCAL YEAR
57 COUNTY OF Yolo
DATE September 1, 1978

CONTRACTOR: Suicide Prevention

PROVIDER NO: 5713

Micro Fiched

SEE REVERSE SIDE

ITEMS	SERVICE TYPE	Community																TOTAL	
	COST CENTER	Service	0																
1	SALARIES & EMP. BENEFIT																		
5	OPERATING EXPENSES																		
10	EQUIPMENT																		
15	REMODELING																		
20	OTHER																		
40	CONTRACTS	1,622																1,622	
45	GROSS COST	1,622																1,622	
50	SAVINGS		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		
51	SUBTOTAL GROSS COST	1,622																1,622	
62	DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION																		
65	ADJUSTED GROSS COST	1,622																1,622	
68	REVENUES																		
69	a. GRANTS																		
70	b. PATIENT FEES																		
71	c. PATIENT INSURANCE																		
72	d. MEDICAL - FEDERAL																		
73	e. MEDICAL - NON-FEDERAL																		
74	f. MEDICARE																		
75	g. OTHER																		
76	h. OTHER - FEDERAL FUNDS/NDP																		
77	TOTAL REVENUES	-0-	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	-0-	
80	NET COST	1,622																1,622	
85	COST PER UNIT OF SERVICE \$																		
DIVIDE LINE 65 BY 82		NPR-01	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		

APPROVED BY _____

PROGRAM BUDGET

EXHIBIT-B

79 FISCAL YEAR
57 COUNTY OF Yolo

DATE September 1, 1978

Micro Filled

CONTRACTOR: Suicide Prevention

PROVIDER NO: 5713

SEE REVERSE SIDE

ITEMS	SERVICE TYPE	COST CENTER	Community										TOTAL
			Service										
1 SALARIES & EMP. BENEFIT		00											
5 OPERATING EXPENSES													
10 EQUIPMENT													
15 REMODELING													
20 OTHER													
40 CONTRACTS			1,622										1,622
45 GROSS COST			1,622										1,622
50 SAVINGS				X	X	X	X	X	X	X	X	X	
51 SUBTOTAL GROSS COST			1,622										1,622
62 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION													
65 ADJUSTED GROSS COST			1,622										1,622
68 REVENUES													
69 a. GRANTS													
70 b. PATIENT FEES													
71 c. PATIENT INSURANCE													
72 d. MEDICAL - FEDERAL													
73 e. MEDICAL - NON-FEDERAL													
74 f. MEDICARE													
75 g. OTHER													
76 h. NON - FEDERAL FUNDS/INCL													
77 TOTAL REVENUES			-0-	X	X	X	X	X	X	X	X	X	-0-
80 NET COST			1,622										1,622
85 COST PER UNIT OF SERVICE													
DIVIDE LINE 85 BY 82			NPR-01	\$	\$	\$	\$	\$	\$	\$	\$	\$	

APPROVED BY _____

Form Budget Form

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Item Information

By these items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.
50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.
51. Subtotal Gross Cost
Item 45 minus item 50
65. Adjusted Gross Cost
Same as item 51
- 68-76 Revenues
Estimate and identify by payor source the revenues that would be realized for services provided.
77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76
80. Net Cost
Item 65 minus item 77
82. Units of Service
Total patient days, visits or staff hours for services provided.
85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

Micro Fiched

COMMUNITY SERVICES SYSTEMS MANUAL
CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.
4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

Micro Fiched

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

Micro Fiched

FILED

OCT 17 1978

LAURENCE P. MENIGAN, Clerk

By Art E. Lucas
Deputy

1 AGREEMENT NO. 78-306
2 (Agreement Providing Psychiatric Hospital Services
3 and Psychiatrist Services)

4 THIS AGREEMENT made and entered into this 17th day of
5 October, 1978, by and between the COUNTY OF YOLO, a political sub-
6 division of the State of California, hereinafter referred to as COUNTY, and
7 WOODLAND MEMORIAL HOSPITAL, a non-profit corporation, hereinafter referred to
8 as HOSPITAL.

9 WITNESSETH:

Micro Fiched

10 RECITALS:

- 11 1. COUNTY is desirous of providing psychiatric hospital services for certain
12 residents of Yolo County who require such services but are unable to
13 obtain private psychiatric care.
14 2. HOSPITAL represents that it has psychiatric hospital services available
15 which comply with all requirements specified by the State Department of
16 Health and which are in accordance with the applicable sections of Title
17 IX of the California Administrative Code, hereinafter called "the Code".
18 3. COUNTY has need for professional services of psychiatrists for the care
19 of a) inpatients; b) day patients; c) emergency patients after hours,
20 weekends, and holidays; and d) when Yolo County staff psychiatrists are
21 not available.
22 4. HOSPITAL represents that it has the aforesaid psychiatric hospital ser-
23 vices available.
24 5. HOSPITAL agrees to provide the services for COUNTY described herein pursuant
25 to the terms and condition setforth in this Agreement.

26 AGREEMENTS:

1. Description of Psychiatric Hospital Services.

1 A. The services provided by HOSPITAL in accordance with this Agreement shall
2 consist of inpatient psychiatric services in the psychiatric unit at
3 WOODLAND MEMORIAL HOSPITAL and shall include inpatient service; partial
4 hospitalization services such as day care, night care, weekend care,
5 and emergency services twenty-four (24) hours per day, which services
6 shall include the following:

Micro Fiched

- 7 1) Room and meals
8 2) Services of registered nurses, licensed vocational nurse, aides,
9 and occupational therapists.
10 3) Medicines
11 4) Routine laboratory services consisting of CBC, urinalysis, chest
12 film and serology.
13 5) All other services needed for the proper and professional rendering
14 of the psychiatric care provided pursuant to this Agreement.

15 B. The patients served in accordance with this Agreement shall consist
16 of the following:

- 17 1) Voluntary patients
18 2) Patients receiving the following services pursuant to the
19 Laterman-Petris-Short Act (Welfare & Institutions Code Sections
20 5000 through 5401, inclusive):
21 a) 72-hour evaluation and treatment
22 b) detention for evaluation and treatment without court
23 order (pending conservatorship)
24 c) detention for evaluation and treatment with court order
25 d) 14-day intensive treatment
26 e) additional 14-day intensive treatment for suicidal persons

f) 90-day Post Certification Treatment of imminently dangerous persons.

C. All services provided in accordance with this Agreement shall satisfy the standards setforth in Title IX, Chapter 1, Sub-chapter 3, Article 10 of the California Administrative Code and any amendments thereto promulgated while this Agreement is in force.

Micro Fiched

2. Description of Psychiatrist Services.

HOSPITAL agrees to provide to COUNTY during the term of this Agreement the psychiatric services hereinafter described to patients referred to HOSPITAL by the Yolo County Mental Health Services, hereinafter referred to as SERVICE, in accordance with the local inpatient, partial hospitalization and after-hours emergency service elements of the Yolo County Short-Doyle Plan, all under the direction of and in accordance with utilization review procedures to be developed by the Psychiatric Committee and approved by the Program Chief of SERVICE. The service shall be performed by licensed physicians and surgeons, hereinafter referred to as PSYCHIATRISTS, who are certified or eligible for certification in psychiatry by the American Board of Psychiatry and Neurology. The services provided hereunder shall include the following:

A. Direct psychiatric evaluation and treatment at WOODLAND MEMORIAL HOSPITAL and YOLO GENERAL HOSPITAL of inpatients, day patients, and emergency patients, including Electro-Convulsive Therapy (E.C.T.).

1) After hours, weekend and holiday treatment shall be provided according to a schedule or rotation established by the Chairman of the Psychiatric Committee at Woodland Memorial Hospital.

2) Treatment by psychiatrists of emergency patients during SERVICE'S

normal office hours shall be compensable only if screened and referred by SERVICE. Such referral shall be made only if a staff psychiatrist is not available.

B. Consultation consisting of thorough preparation for and testimony at hearings in guardianship, conservatorship, or involuntary treatment proceedings arising out of psychiatric evaluation and treatment provided under this Agreement. Micro Fiched

C. Psychiatric consultation to other members of the professional staff of Woodland Memorial Hospital, Yolo General Hospital and Mental Health Services to assist them in their management of emotionally disturbed patients.

D. Communication to the Program Chief by psychiatrist of their findings of any direct evaluation and treatment as soon as practically possible.

E. Attendance, when requested by SERVICE, at staff meetings, and completion of all patient forms, legal forms, and medical records with sufficient information to provide a clear and concise account of the diagnosis and treatment, and to enable HOSPITAL to maintain such records and provide such statistical and outcome evaluation reports as may be required by State agencies or their delegates to enable COUNTY to qualify for State funding of SERVICE, and services required to implement the utilization review procedures approved by the Program Chief of SERVICE.

3. Reimbursement Limitation: Attached Program Budget (Exhibit "A") shall be the basis for and limitation of any and all reimbursement from COUNTY to HOSPITAL for services provided. This budget includes additional revenues that is anticipated HOSPITAL will receive from other sources.

4. Payment of Psychiatric Hospital Services.

- 1 A. Final payment for services rendered during the contract year shall be
2 those costs deemed allowable under the Short-Doyle Act. Payment shall
3 be the lower of actual costs or charges.
- 4 B. Such compensation shall be reduced by such amounts HOSPITAL is determined
5 entitled by SERVICE screening to charge to the patient under COUNTY'S
6 Short-Doyle Program eligibility standards, patient's insurance cover-
7 age, and Grant Program coverage. Micro Fiched
- 8 C. COUNTY shall pay such amounts HOSPITAL has charged to patients but
9 which remains uncollected after billing and shown on HOSPITAL'S books
10 six (6) months after the date that the service was rendered; provided,
11 however, that subsequent collections of said amounts received by
12 HOSPITAL thereafter from any source other than COUNTY shall be credited
13 against any compensation, due from COUNTY to HOSPITAL under this or
14 successor agreements.
- 15 D. The maximum payments from COUNTY, to HOSPITAL during the term of this
16 Agreement shall be a sum not to exceed FIFTY-NINE THOUSAND SEVEN HUNDRED
17 EIGHTY-EIGHT DOLLARS (\$59,788) for psychiatric hospital services
18 as shown on attached Program Budget (Exhibit "A"). or payment in ac-
19 cordance with the provisions of herein recited Agreements 4 A,B, and
20 C for psychiatric hospital services rendered from the beginning of the
21 term of this agreement through the termination date specified in the
22 notice of termination described in Agreement 11 below. Such payments
23 shall be made by COUNTY to HOSPITAL monthly upon submission of a claim
24 using posted prevailing rates, to COUNTY countersigned and approved by
25 the Program Chief of SERVICE, or his designee, detailing services rendered.
- 26 5. Payment of Psychiatrist Services.

1 A. COUNTY agrees to pay compensation to HOSPITAL for the full range of
2 physician's services rendered pursuant to Section 2, Sub-paragraph
3 A through E as follows:

Micro Fiched

4 Such compensation shall include \$2,100 maximum for E.C.T. plus the
5 following formula for other services:

	<u>Number Per Year</u>	<u>Hours On Call</u>	<u>Hourly Rate</u>	<u>Total Per Day</u>
6 <u>Type of Day</u>				
7 (1) Weekday	249	15	\$4.62	\$69.30
8 (2) Weekend day	104	24	4.62	110.88
9 (3) Holiday	12	24	4.62	110.88

10
11 B. In the event any of the above psychiatrist services are not performed,
12 such compensation shall be reduced by multiples of the above hourly
13 rate for time on call or the PVS equivalent of the service not rendered.

14 C. The maximum payments from COUNTY to HOSPITAL during the term of this
15 Agreement shall not exceed THIRTY-TWO THOUSAND TWO HUNDRED EIGHTEEN
16 DOLLARS (\$ 32,218) for psychiatrist services as shown on attached
17 Program Budget (Exhibit "A") or payment in accordance with the provisions
18 of herein recited Agreements 4 A,B, and C for psychiatric hospital
19 services rendered from the beginning of the term of this Agreement through
20 the termination date described in Agreement 11 below. Such payments
21 shall be made by COUNTY to HOSPITAL monthly upon submission of a claim to
22 COUNTY countersigned and approved by the Program Chief of SERVICE, or
23 his designee detailing services rendered.

24 6. Records: HOSPITAL shall maintain full and complete records of services ren-
25 dered and compensated, and shall make said records available to audit by
26 COUNTY upon reasonable notice. Said records shall be maintained for four

1 (4) years.

- 2 7. Relationship of Parties. The relationship of COUNTY and HOSPITAL is and
3 shall be construed to be that HOSPITAL is an independent contractor of
4 COUNTY, and not an agent. At no time during the performance of this A-
5 greement is any employee, agent or contractor of HOSPITAL an employee, agent
6 or contractor of COUNTY, for any purpose, nor shall he be construed to be so.
- 7 8. Liability. HOSPITAL assumes all responsibility for psychiatric hospital ^{Micro Fiched}
8 services covered under the performance of this Agreement. HOSPITAL shall
9 purchase and maintain for the duration of this Agreement a policy of mal-
10 practice insurance in the amount of \$1,000,000/\$1,000,000. HOSPITAL will
11 require the psychiatrist providing psychiatrist services pursuant to this
12 Agreement to present evidence of malpractice insurance coverage in the amount
13 of \$1,000,000/\$1,000,000. HOSPITAL agrees to defend, indemnify and hold
14 COUNTY harmless from any and all claims, liability or loss arising in any
15 way out of the performance of this Agreement.
- 16 9. Community Services Systems Manual. HOSPITAL agrees to comply with the current
17 provisions of the Community Services Systems Manual as outlined in Exhibit
18 "B" attached hereto and incorporated herein.
- 19 10. Amendments. This writing together with the Exhibits attached hereto, fully
20 expresses the understanding of the parties and shall constitute the final
21 agreement. No addition to, deletion or alteration of, the terms of this
22 Agreement, whether by written or verbal understanding of the parties, or
23 the officers, agents or employees, shall be valid unless made in the form
24 of a written amendment to this Agreement which is formally approved and
25 executed by the parties executing this Agreement or thier successors in
26 office. This Agreement supersedes all other agreements between the parties.

11. Term.

A. This agreement shall commence on July 1, 1978 and terminate on June 30, 1979, unless as otherwise provided hereir in Agreement 11 B and C below.

B. This Agreement may be terminated by either party upon thirty (30) days written notice to the other of such intent, except as provided herein in Agreement 11 C below.

Micro Fiched

C. Should the funds granted the COUNTY in the 1978/79 fiscal year State or County final budget to cover the cost of the Mental Health Services be reduced by greater than 10% or COUNTY Mental Health Program be terminated by local authorities, then the COUNTY may terminate this Agreement by providing Notice of Termination specifying an effective date of termination no earlier than two (2) days following the postmark of the notice.

D. Notices to be given by one party to the other may be given as follows:

COUNTY:

Yolo County Mental Health Services
P.O. Box 127
Woodland, California 95695

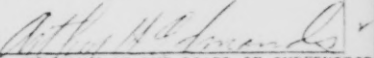
CONTRACTOR:

Woodland Memorial Hospital
1325 Cottonwood Street
Woodland, California 95695

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year hereinabove setforth.

COUNTY OF YOLO, a political subdivision
of the State of California

BY


CHAIRMAN OF THE BOARD OF SUPERVISOR

1 ATTEST:

2 LAURENCE P. HENIGAN, CLERK

3 BY Pete E. Lucas

4 DEPUTY

WOODLAND MEMORIAL HOSPITAL, a non-
profit corporation

6 BY E.D. Shum

7 ADMINISTRATOR

8 MENTAL HEALTH SERVICES

Micro Fiched

9 BY B. B. Coe

10 Director

12 APPROVED AS TO FORM

13 CHARLES R. MACK
COUNTY COUNSEL

14 BY Elizabeth S. Fuchs

15 DEPUTY COUNTY COUNSEL

PROGRAM BUDGET

EXHIBIT -A

79 FISCAL YEAR
57 COUNTY OF Yolo
DATE September 1, 1978

CONTRACTOR: Woodland Memorial Hospital

PROVIDER NO: 5702

Micro Fiched

SEE REVERSE SIDE

ITEMS	SERVICE TYPE	Partial	24-hour													TOTAL
	COST CENTER	Day Care	Care 0													
		00	00													
1	SALARIES & EMP. BENEFIT															
5	OPERATING EXPENSES															
10	EQUIPMENT															
15	REMODELING															
20	OTHER															
40	CONTRACTS	10,636	189,070													199,706
45	GROSS COST	10,636	189,070													199,706
50	SAVINGS	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
51	SUBTOTAL GROSS COST	10,636	189,070													199,706
62	DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION															
65	ADJUSTED GROSS COST	10,636	189,070													199,706
68	REVENUES															
69 a.	GRANTS															
70 b.	PATIENT FEES		2,700													2,700
71 c.	PATIENT INSURANCE		16,000													16,000
72 d.	MEDI-CAL - FEDERAL															
73 e.	MEDI-CAL - NON-FEDERAL															
74 f.	MEDICARE		6,000													6,000
75 g.	OTHER (Medi-Cal)	3,000	80,000													83,000
76 h.	PH - FEDERAL FUNDS/IND															
77	TOTAL REVENUES	3,000	104,700	X	X	X	X	X	X	X	X	X	X	X	X	107,700
80	NET COST	7,636	84,370													92,006
82	UNITS OF SERVICE	177	1,160													
85	COST PER UNIT OF SERVICE	\$ 60.00	\$ 163.00	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
DIVIDE LINE 85 BY 82																

APPROVED BY _____

Program Budget Form

This form has been adopted from a State Department of Health form, and has been modified to meet the needs of the County of Yolo, Department of Health, Mental Health Services

Other Information

Only those items pertaining to this Agreement are provided.

Item Definitions

45. Gross Cost
Total Cost of CONTRACTOR to provide the service.
50. Savings
Estimate savings from gross costs. Reasonable estimate of events or circumstances which may affect services, and therefore, gross cost.
51. Subtotal Gross Cost
Item 45 minus item 50
65. Adjusted Gross Cost
Same as item 51
- 68-76 Revenues
Estimate and identify by payor source the revenues that would be realized for services provided.
77. Total Revenue
Total of items 69, 70, 71, 72, 73, 74, 75, and 76
80. Net Cost
Item 65 minus item 77
82. Units of Service
Total patient days, visits or staff hours for services provided.
85. Cost per Unit of Service
Cost per unit of service is calculated by dividing the adjusted gross cost, item 65, by total units of service, item 82.

Micro Fiched

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.
4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

Micro Fiched

12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

Micro Fiched

1 and motivation of the patient to participate in the full rehabili-
2 tation program of the House, as well as the patient's potential
3 for moving toward independence within 6 - 12 months.

- 4 2. Selection for admission is based on an initial screening for suit-
5 ability by the Project Director of SIHAYA HOUSE. If the applicant
6 appears suitable, a 3-day trial stay will be arranged. The final
7 decision will be made by a committee of SIHAYA HOUSE staff and
8 residents.

Micro Fiched

- 9 3. Because of the limit of six places for psychiatric patients, because
10 the most residents remain from 3 - 6 months, and because we wish to
11 insure that SIHAYA HOUSE remains primarily a resource to residents
12 of Yolo County, the Program Chief of Mental Health Services, or his
13 clinical staff designee, must approve in advance all proposed ad-
14 missions to SIHAYA HOUSE reimbursable under this agreement.

15 D. Provided Services Include:

- 16 1. Residential care in a group milieu treatment setting for patients
17 not requiring the structure of an acute treatment facility.
18 2. Room and board.
19 3. Group sessions oriented towards practical problems in social, occu-
20 pational, residential and other areas.
21 4. Assistance in the development of a personal rehabilitation plan,
22 which shall include such daytime activities as therapy, vocational
23 rehabilitation, work schooling and/or other appropriate activities.
24 5. Instruction and assistance in the performance of tasks related to
25 self-care and independent living, i.e., cooking, performance of
26 household tasks, personal hygiene, etc.

1 and motivation of the patient to participate in the full rehabili-
2 tation program of the House, as well as the patient's potential
3 for moving toward independence within 6 - 12 months.

- 4 2. Selection for admission is based on an initial screening for suit-
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Micro Fiched

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10 the most residents remain from 3 - 6 months, and because we wish to
11 insure that SIHAYA HOUSE remains primarily a resource to residents
12 of Yolo County, the Program Chief of Mental Health Services, or his
13 clinical staff designee, must approve in advance all proposed ad-
14 missions to SIHAYA HOUSE reimbursable under this agreement.

15 D. Provided Services Include:

- 16 1. Residential care in a group milieu treatment setting for patients
17 not requiring the structure of an acute treatment facility.
18 2. Room and board.
19 3. Group sessions oriented towards practical problems in social, occu-
20 pational, residential and other areas.
21 4. Assistance in the development of a personal rehabilitation plan,
22 which shall include such daytime activities as therapy, vocational
23 rehabilitation, work schooling and/or other appropriate activities.
24 5. Instruction and assistance in the performance of tasks related to
25 self-care and independent living, i.e., cooking, performance of
26 household tasks, personal hygiene, etc.

6) Monitoring of medication when requested by the treating psychiatrist or mental health nurse.

2. Payment.

- A. The maximum payments from COUNTY to HOSPITAL during the term of this agreement shall be a sum not to exceed TWENTY-TWO THOUSAND EIGHT HUNDRED AND NINETY DOLLARS (\$22,890) as shown on Line 80 of attached program budget (Exhibit "A"); or payment in accordance with the provisions of 2 B and D below for services rendered from the beginning of the term of this agreement through the termination date specified in the notice of termination described in agreement 7 below. Exhibit "A" shall be the basis for and limitations of any and all reimbursement from COUNTY to HOSPITAL for services provided. This budget includes additional revenues that is anticipated HOSPITAL will receive from other sources. Micro Fiched
- B. A provisional payment of \$1,907.50 shall be advanced by COUNTY to SIHAYA HOUSE monthly upon submission of a claim, in form prescribed by COUNTY, to COUNTY designating services rendered during prior month. Claim will be adjusted proportionately downward to reflect any resident not approved by Mental Health Services. Claim must be countersigned and approved by the Program Chief of Mental Health Services or designee.
- C. Costs of services rendered shall be adjusted to actual cost or maximum agreement amount (whichever is lower) at the end of the agreement year for the period of the Agreement, July 1, 1978, through June 30, 1979.
- D. Services have been performed in contemplation of this agreement prior to the date of execution of this contract. It is herein agreed by COUNTY that COUNTY shall reimburse SIHAYA HOUSE for those services in accordance with the terms and conditions set forth herein.

1 which is formally approved and executed by the parties executing this
2 agreement or their successors in office.

3 7. Term:

4 A. This agreement shall commence on July 1, 1978 and terminate on June
5 30, 1979, unless as otherwise provided herein in agreement 7 B and C
6 below.

7 B. This agreement may be terminated by either party upon thirty (30) days
8 written notice to the other of such intent, except as provided herein
9 in agreement 7 C below.

Micro Fiched

10 C. Should the funds granted the COUNTY in the 1978/79 fiscal year State
11 or County final budget to cover the cost of the Mental Health Services
12 be reduced by greater than 10% or COUNTY Mental Health Program be term-
13 inated by Local authorities, then the COUNTY may terminate this agree-
14 ment by providing Notice of Termination specifying an effective date of
15 termination no earlier than two (2) days following the postmark of the
16 notice.

17 D. Termination by SIHAYA HOUSE prior to the end of a month will require
18 returning to COUNTY an amount equal to days remaining in the month
19 for which payment was advanced.

20 E. Notices to be given by one party to the other may be given as follows:

21 COUNTY:

22 Yolo County Mental Health Services
23 P.O. Box 1217
24 Woodland, California 95695

25 CONTRACTOR:

26 Davis Mental Health Corporation
402 I Street
Davis, California 95616

1 8. Community Services Systems Manual. SIHAYA HOUSE agrees to comply with
2 all of the provisions contained in the Community Services System Manual
3 (Exhibit "B") attached hereto and incorporated herein by this reference.

4 IN WITNESS WHEREOF, the parties hereto have executed this agreement
5 as of the day and year hereinabove setforth.

6 COUNTY OF YOLO, a political subdivision
7 of the State of California

8 BY Arthur H. Green
CHAIRMAN OF THE BOARD OF SUPERVISORS

9 ATTEST:

10 LAURENCE P. HENIGAN, CLERK

Micro Fiched

11
12 BY Rote E. Lucas
DEPUTY

13
14 Robert K. Ford
DAVIS MENTAL HEALTH CORPORATION

15 MENTAL HEALTH SERVICES

16 BY B. R. Coe
17 Director

18
19
20 APPROVED AS TO FORM

21 CHARLES R. MACK
COUNTY COUNSEL

22 By Elizabeth S. Frick
23 DEPUTY COUNTY COUNSEL

Micro Fiched

EXHIBIT-A

Exhibit "n"

PROGRAM BUDGET

FISCAL YEAR _____
 COUNTY OF Yolo
 DATE 3-15-78

CONTRACTOR: Shaya House
 PROVIDER NO: 5721

SEE REVERSE SIDE

ITEMS	SERVICE TYPE	COST CENTER	24-Hour										TOTAL
			Care										
1 SALARIES & B.P. BENEFIT													
2 OPERATING EXPENSES													
3 EQUIPMENT													
4 SUPPLY													
5 OTHER													
6 CONTRACTS													
7 DEPRECIATION													
8 GROSS COST			41,300	X	X	X	X	X	X	X	X	X	41,300
9 GROSS COST			41,300										41,300
10 TOTAL GROSS COST			41,300										
11 DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION													
12 ADJUSTED GROSS COST			41,300										41,300
13 REVENUES													
14 A. DUES													18,500
15 B. PATIENT FEES			18,500										
16 C. PATIENT INSURANCE													
17 D. MED-CAL - FEDERAL													
18 E. MED-CAL - NON-FEDERAL													
19 F. MEDICARE													
20 G. OTHER													
21 H. MED-CAL - FEDERAL FUNDING			18,500	X	X	X	X	X	X	X	X	X	18,500
22 TOTAL REV. FS			18,500										18,500
23 NET COST			22,800										
24 A. MED-CAL - FEDERAL FUNDING													
25 COST PER UNIT OF SERVICE & DIVIDE THE \$22,800 BY 50													

APPROVED BY _____

Micro Filled

EXHIBIT - A

Exhibit "A"

PROGRAM BUDGET

FISCAL YEAR

COUNTY OF Yolo

DATE 3-15-78

CONTRACTOR: Sihaya House

PROVIDER NO: 5221

SEE REVERSE SIDE

ITEMS	SERVICE TYPE	24-Hour											TOTAL
	Care	0											
COST CENTER													
1	SALARIES & EMP. BENEFIT												
2	OPERATING EXPENSES												
3	EQUIPMENT												
4	SUPPLIES												
5	OTHER												
6	CONTRACTS												
7	DEPR. COST	41,300											41,300
8	SAVINGS												
9	TOTAL GROSS COST	41,300											41,300
10	DIST. OF ADMIN. SUPPORT & RESEARCH & EVALUATION												
11	ADJUSTED GROSS COST	41,300											41,300
12	REVENUES												
13	A. PRIVATE												18,500
14	B. PATIENT FEES	18,500											
15	C. PATIENT INSURANCE												
16	D. MEDICAL - FEDERAL												
17	E. MEDICAL - NON-FEDERAL												
18	F. MEDICARE												
19	G. OTHER												
20	H. GRANT - FEDERAL FUNDING												18,500
21	TOTAL REVENUES	18,500											18,500
22	NET COST	22,800											
23	COST PER UNIT OF SERVICE & DATE THIS IS BY 82												

APPROVED BY

COMMUNITY SERVICES SYSTEMS MANUAL

CONTRACT REQUIREMENTS

State reimbursement for provider contracted Short-Doyle services is assured only on Department approved contracts. Basic requirements to which the contract provider must adhere for Department approval and/or which must be written into the contract are presented in this chapter.

1.1 CONTRACT REQUIREMENTS

The contract requirements are:

1. Provider agrees to comply with all provisions of Title 9 of the California Administrative Code.
2. Provider admission policies are in writing and available to the public, and such policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, national origin or ancestry.
3. Provider does not employ discriminatory practices in admission of patients, assignment of accommodations, employment of personnel or in any other respect on the basis of race, color, religion, national origin or ancestry.
4. The Local Mental Health Director shall supervise and specify the kind, quality and amount of the provider services and criteria for determining the persons to be served.
5. Contract periods do not overlap a July 1 through June 30 fiscal year.
6. Provider uses the uniform method of determining ability to pay prescribed by the State Director of Mental Hygiene.
7. Fees for services charged to either the local mental health service, patient or other person responsible therefore shall not exceed actual cost.
8. Provider uses the uniform billing and collection guidelines prescribed by the State Director of Mental Hygiene (Non-billing providers excluded).
9. Provider financial records are retained for at least four years and made available for audit on request of either or both the county and the State.
10. Contract specifies the maximum dollar amount reimbursable under the terms of the contract.
11. Contract specifies estimates of gross cost, revenue, net cost, units of service and rate per unit of service for each mode of service to be provided.

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12. Contract specifies the cost of services rendered to Short-Doyle patients shall be adjusted to actual cost or maximum contract amount (whichever is lower) at the end of the contract year.
13. Provider will comply with all of the provisions contained in the Community Services Systems Manual. This includes, but is not limited to budgets, claims, cost reports, allowable costs, ability to pay and billing and collection.

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FILED

YOLO COUNTY AGREEMENT NO. 78-307

NOV 17 1978

COUNTY OF YOLO, CALIFORNIA
CONTRACT AGREEMENT

LAURENCE P. HENIGAN, Clerk

By *Balash Redman*
DEPUTY

THIS AGREEMENT, made and entered into this 17th day
of October, 1978, by and between
Arons Building Wrecking Company

hereinafter termed "Contractor," and the County of Yolo,
hereinafter termed "County";

W I T N E S S E T H

WHEREAS, the Board of Supervisors of said County has
awarded a contract to Contractor for performing the work
hereinafter mentioned in accordance with the Contractor's
accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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ARTICLE I - That for and in consideration of the payments
and agreements hereinafter mentioned, to be made and performed
by the said County, and under the conditions expressed in the
two bonds, bearing even date with this contract, and hereunto
attached, the said Contractor agrees with said County at his
own proper cost and expense, to do all the work and furnish
all the materials, except such as are mentioned in the
specifications and plans to be furnished by said County necessary
to construct and complete in a good workmanlike and substantial
manner and to the satisfaction of the Department of Public
Works, of the County of Yolo,

Demolition and Removal of the Madison Bridge lying within
the Cache Creek Channel (Br #89-15.33) North of the town
of Madison

(Description and Location of Project)

in accordance with the special provisions, and specifications
of the County of Yolo, which said special provisions and
specifications are hereby specifically referred to and by
such reference made a part hereof.

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

(Plans included in specifications book entitled "Specifications and Special Provisions for the Demolition & Removal of the Madison Br."

(Plan Index No. NA) (WO # 4329)

Approved Sept. 19, 1978 (date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - The said County hereby fixes the time for commencement of said work to be

Micro Fiched

and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE IV - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Notice to Contractors as being adopted by the Board of Supervisors in that certain resolution which resolution is hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

ARTICLE V - And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

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Item No.	Description	Estimated Quantity	TOTAL PRICE (IN FIGURES)
1	Demolish and Remove or Bury Bridge	Lump sum	\$16,422.00

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

COUNTY OF YOLO

Micro Fiched

Charles Dep
(County Counsel)

BY William H. Fiched
Chairman of the Board of
Supervisors

ATTEST:

Laurence P. Henigan, Clerk

By Debra E. Conley, Deputy

BY Homer A. Arons
Arons Building Wracking Co.
4245 West Capital Ave.
West Sacramento, Calif. 95691
Contractor & Address

Licensed in accordance with
an act providing for the
registration of Contractors,
License No. 18583P

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, Arons Building Wrecking Co., Inc.,, as
Principal, and Hartford Accident and Indemnity Company, a
Corporation organized and existing under the laws of the
State of Connecticut, and duly authorized to
transact business under the laws of the State of California
as Surety, are held and firmly bound unto the COUNTY OF YOLO,
CALIFORNIA, herein called Entity, duly created and existing
under and by virtue of the laws of the State of California,
as obligee, in the just and full sum of ten thousand

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DOLLARS (\$10,000.00),
in lawful money of the United States of
America for the payment whereof well and truly to be made
to said Entity, the said Principal and Surety bind themselves,
their successors and assigns, jointly and severally, firmly
by these presents.

THE CONDITION of the foregoing obligation is such that
WHEREAS, the above-bounden Principal has entered into a
contract of even date herewith, with the Entity, which said
contract is incorporated herein by reference, and made a
part hereof, for all purposes, as though fully set forth
herein, or attached hereto, said work to be done and improve-
ment to be made being particularly described in the plans,
detailed drawings, special provisions, and specifications
entitled

Demolish Madison Bridge across Cache Creek near County Rd., 89,

2 1/2 Miles north of Madison

(Plan Index No.) Work Order No. 4329

and any changes and modifications which have been or may be
made therein as provided by law, reference to which said
documents is hereby made for a full and detailed description
of said proposed work and improvements, and for further
particulars, and which said documents are hereby incorporated
herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor,
Company, or Corporation or its subcontractor, shall well and
truly perform the work contracted to be done under said
contract, then this obligation to be null and void; otherwise
to remain in full force and effect.

NOV 27 1978

LAURENCE P. HENIGAN, Clerk

A-5

By Paula M. Rogers
DEPUTY

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearances on the part of said Entity shall operate to relieve any surety or sureties from liability on this bond, and consent thereto without notice to or consent by such surety is hereby given, and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 10th day of October, 1978.

Micro Fiched

WITNESS:

By:

Arons Building Wrecking Co., Inc.,

"Principal"

Hartford Accident and Indemnity Company

"Surety"

Approved as to form:

Edmunds, Dep.
County Council

By:

Attorney-in-fact

E. A. Skarlanic OK - DEK.
6-7-78

STATE OF CALIFORNIA
County of San Francisco

On the 10th day of October in the year
One Thousand Nine Hundred and seventy eight, before me
Laura Oei, a Notary Public in and for
the County of San Francisco, personally appeared
E. A. Skarlanic known to me to be the person whose name is
subscribed to the within instrument as the Attorney-in-fact
of the Hartford Accident and Indemnity Company, and acknowledged to me that
he subscribed the name of the Principal
thereto, as principal and his own name as Attorney-in-fact.

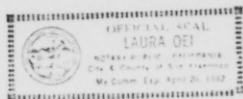
Laura Oei
Notary Public in and for the

City and

County of

San Francisco

State of California
My Commission Expires



(Seal)

The premium charged for this Bond is included in the premium charged for the performance bond.

FILED

PAYMENT BOND ON PUBLIC WORK

NOV 9 1978

KNOW ALL MEN BY THESE PRESENTS:

LAURENCE P. HENIGAN, Clerk

That We, Arons Building Wrecking Co., Inc.,

By Barbara Rodgus
DEPUTY

Principal, and Hartford Accident and Indemnity Company, a Corporation organized and existing under the laws of the State of Connecticut, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the COUNTY OF YOLO, California, herein called Entity, duly created and existing under and by virtue of the laws of the State of California, and unto any and all persons entitled to file claims under Section 3181 of the Civil Code of the State of California, and this bond shall inure to the benefit of any and all such persons so as to give them a right of action to them or their assigns in any suit brought upon this bond, and whose claims have not been paid by the Contractor, company or corporation, in the just and full sum of five

thousand

Micro Fiched

DOLLARS (\$5,000.00)

in lawful money of the United States of America, for the payment whereof well and truly to be made to said COUNTY OF YOLO and to said persons jointly or severally, the said Principal and surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that WHEREAS, the above-bounden Principal has entered into a contract of even date herewith, with the entity, which said contract is incorporated herein, by reference, and made a part hereof, for all purposes, as though fully set forth herein, or attached hereto, said work to be done and improvement to be made being particularly described in the plans, detailed drawings and specifications entitled

Demolish Madison Bridge across Cache Creek near County Rd., 89,

2 1/2 Miles north of Madison

(Plan Index No.)

W.O. # 4229

reference to which said documents and any changes and modifications which have been or may be made therein as provided by law, is hereby made for a full and detailed description of said proposed work and improvements, and for further particulars, and which said documents are hereby incorporated herein and made a part hereof by reference thereto.

NOW, THEREFORE, if the above-bounden Principal, Contractor, Company or Corporation or its subcontractor, fails to pay any of the persons named in Section 3181 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code of the State of California with respect to work or labor performed by such claimant in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, provided that any and all claims hereunder shall be filed and proceedings had in connection therewith as required by the provisions of Chapter 7 of Title 15 of Part Four of Division III of the Civil Code of California, providing for contractor's bond; provided, also that in case suit is brought upon this bond, a reasonable attorney's fee shall be awarded by the Court to the prevailing party in said suit; said attorney's fee to be fixed as costs in said suit, and to be included in the judgment therein rendered.

No prepayment or delay in payment and no change, extension, addition or alteration of any provision of said contract or in said plans, profiles, detailed drawings and specifications and no forbearance on the part of said entity shall operate to relieve any surety or sureties from liability on this bond, and consent given and the said surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

SIGNED AND SEALED this 10th day of October, 1978.

Micro Fiched

WITNESS:

By

Arons Building Wrecking Co., Inc.,

By

"Principal"
Hartford Accident and Indemnity Company
"Surety"

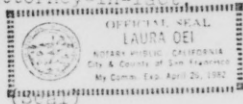
Approved as to form:

Attorney for Entity Connee

By

E. A. Skarlanic
Attorney-in-fact
E. A. Skarlanic

On this 10th day of October in the year One Thousand Nine Hundred and Seventy eight, before me, Laura Oei, a Notary Public in and for the County of San Francisco, personally appeared E. A. Skarlanic known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Hartford Accident and Indemnity Company and he acknowledged to me that he subscribed the name of the Principal, thereto as Principal and his own name as Attorney-in-fact.



Laura Oei
Notary Public in and for the
County of San Francisco

State of California
My Commission Expires _____

Back

AGREEMENT NO. 78-308
JOINT USE AGREEMENT

AN AGREEMENT BETWEEN THE RECLAMATION BOARD AND
THE COUNTY OF YOLO PROVIDING FOR THE JOINT USE
OF CERTAIN REAL PROPERTY

THIS AGREEMENT made and entered into on 17th day
of October, 1978 by and between THE RECLAMATION BOARD of
the State of California, hereinafter referred to as "BOARD", and
the County of Yolo, hereinafter referred to as "COUNTY".

R E C I T A L S

Micro Fiched

WHEREAS, the Board and the County are public agencies which
have the power to enter into agreements for the joint exercise of
common powers pursuant to Section 6500 et. seq. of the Government
Code; and,

WHEREAS, County owns certain real property known as Elkhorn
Regional Park; and,

WHEREAS, the Board has provided certain assurances required
by the Army Corps of Engineers so that the Corps could construct
certain recreational improvements in said Regional Park; and,

WHEREAS, under Agreement No. 78-90 dated May 16, 1978 between
the parties hereto, County has agreed to execute a Joint Use Agreement
in favor of the Board to provide and make available to the Board the
necessary lands, easements, and rights of way needed for the con-
struction of parks and recreation facilities in accordance with said
Agreement; and,

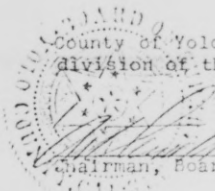
WHEREAS, County has agreed to maintain and operate said parks
and recreation facilities and to hold and save harmless The Reclamation
Board from all claims arising out of or in connection with the use of
said facilities.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. County hereby perpetually transfers to the Board the right to jointly use that certain real property known as the Elkhorn Regional Park as set forth in Agreement No. 78-90 for the purposes stated therein.

County of Yolo, a political sub-
division of the State of California

SACRAMENTO AND SAN JOAQUIN DRAINAGE
DISTRICT, acting by and through The
Reclamation Board

 Chairman, Board of Supervisors

Micro Fiched

By _____
President

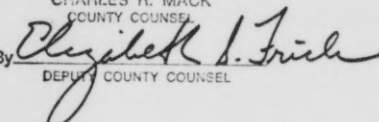
Approved as to Legal Sufficiency
and Form

By _____
Secretary

Counsel for Reclamation Board

APPROVED AS TO FORM

CHARLES R. MACK
COUNTY COUNSEL

By  _____
DEPUTY COUNTY COUNSEL

FILED

OCT 17 1978

LAURENCE P. HENIGAN Clerk

By Pat E. Lucas
Deputy

AGREEMENT NO. 78-309

(Agreement for Service with Diogenes, Inc.)

THIS AGREEMENT made and entered into this 17th day of October, 1978, by and between the County of Yolo, Department of Social Services, and Diogenes, Inc.,

W I T N E S S E T H:

I. RECITALS:

A. It is the intent of Yolo County to provide a coordinated and comprehensive service to youths, and develop case plans which are in the best interests of minors.

Micro Fiched

B. Diogenes, Inc., represents that it possesses the necessary facility to provide certain services in keeping with the intent of Yolo County, and agrees to carry out those services under the terms and conditions set forth in this agreement.

II. AGREEMENTS:

A. Diogenes, Inc., under the direction of the Department of Social Services, shall provide sheltered care for minors described in Section 601 of the Welfare & Institutions Code, for a period not to exceed ninety (90) days as provided by Section 654 A of the Welfare & Institutions Code. Diogenes, Inc., has the right to refuse services to any child who would be disruptive to their program or who would not benefit from their services.

B. The services provided to said minors by Diogenes, Inc., are those described in Exhibit A, which is attached hereto and incorporated by reference thereto. Failure by Diogenes, Inc. to confine its services to those described in Exhibit A shall

1 constitute a material breach of this agreement, and the County
2 may, at its sole option, immediately terminate this agreement
3 as provided in Paragraph O.

4 C. The Department of Social Services will pay to Diogenes,
5 Inc., a per diem rate of \$36 for each minor who is sheltered there
6 with the authorization of the Department of Social Services' staff.
7 The Department will also pay \$36 per day for minors placed at
8 Diogenes by the Probation Department after authorization by the
9 Probation Department staff. The maximum payable under this
10 contract shall be \$33,905.00.

Micro Fiched

11 D. Payment will be made to Diogenes, Inc., on a monthly
12 basis, upon the rendition of a claim by Diogenes, Inc., identifying
13 each minor placed, the agency placing each minor, the date of
14 placement, and the date of removal of each minor from Diogenes,
15 Inc.

16 E. The Department of Social Services has the right to dis-
17 continue its services and obligations to minors placed at Diogenes,
18 Inc., if it is determined that the service is no longer needed,
19 or the minor is not benefiting and is not in need of protection.
20 Diogenes has an option to continue service without being paid
21 by the County.

22 F. Without limiting Diogenes' agreement to indemnify the
23 County, Diogenes, Inc., agrees to maintain in force at all times
24 during the performance of this agreement, a policy or policies of
25 insurance sufficient to fully cover its operation. Diogenes, Inc.
26 further agrees to maintain in full force and effect the policy or

1 policies of insurance which are described in Exhibit B, attached
2 hereto and incorporated herein by reference. Diogenes agrees
3 not to cancel or reduce the amount of coverage of any of the
4 aforesaid insurance without giving notice to the County in writing
5 at least ten (10) days in advance of such cancellation or modifica-
6 tion and agrees to abide with reasonable requirements imposed by
7 the County upon said cancellation or modification. Diogenes further
8 agrees that at all times during the performance of this agreement,
9 Diogenes will, at its sole cost, maintain workman's compensation
10 insurance fully covering all employees of Diogenes. **Micro Fiched**

11 G. Diogenes agrees that it will indemnify, defend, and
12 hold harmless the County, its officers, agents, and employees from
13 and against any and all claims, losses, liabilities, or damages,
14 including attorney's fees, arising out of or resulting from the
15 performance of this agreement, caused in whole or in part by any
16 negligent act or omission of Diogenes or anyone directly or
17 indirectly employed by Diogenes, regardless of whether or not
18 it is caused in part by a party indemnified hereunder.

19 H. It is specifically understood and agreed that Diogenes
20 Inc., is an independent contractor and is not subject to the
21 direction and control of the County except as to final results.
22 Diogenes, Inc., shall be solely liable and responsible to pay
23 all required taxes and other obligations, including, but not
24 limited to, withholding and Social Security. Diogenes, Inc.,
25 agrees to indemnify and hold the County harmless from any
26 liability which it may incur to the Federal or State government

1 as a consequence of this agreement.

2 I. This agreement is not assignable in whole or in part
3 without the written consent of the County. Such consent, once
4 given, shall not be deemed to waive the requirement of consent
5 by the County for any subsequent assignment.

6 J. Diogenes, Inc., shall not enter into subcontracts for
7 any of the work contemplated under this agreement without first
8 obtaining written approval by the County. Micro Fiched

9 K. Any waiver by the County of any default, breach, or
10 condition of this agreement shall not be construed as a waiver
11 by the County of any other default, breach or condition, or any
12 other right hereunder.

13 L. This writing embodies the full understanding of the
14 parties hereto and is intended to supersede all other agreements
15 between the parties as to the subject matter contained herein,
16 whether written or oral, prior or contemporaneous. No alteration
17 or variation of any term of this agreement shall be valid unless
18 made in writing and signed by the parties hereto or their
19 successors in interest.

20 M. This agreement shall bind and inure to the benefit of
21 the successors in interest of the County and Diogenes, Inc., in
22 the same manner as if such party had been expressly named herein.

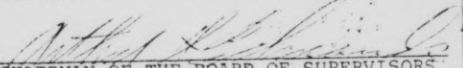
23 N. The term of this agreement is for one (1) year, starting
24 October 1, 1978, or until the maximum payment of \$33,905.00 is
25 reached, whichever occurs first.

26 O. Either party to this agreement may terminate the agree-

1 ment upon delivery to the other party of a notice of termination,
2 said termination to be effective no sooner than thirty (30) days
3 after delivery of such notice. The County may terminate this
4 agreement without notice for violation by Diogenes, Inc., of any
5 term or condition of this agreement. In the event that Diogenes,
6 Inc., should lose its Federal funding, this agreement shall
7 automatically terminate. *Micro Fiched*

8 IN WITNESS WHEREOF, the parties hereto have executed this
9 agreement the 17th day of October, 1978.

10 COUNTY OF YOLO, a political sub-
11 division of the State of California

12 BY 
13 CHAIRMAN OF THE BOARD OF SUPERVISORS

14 DIOGENES, INC.

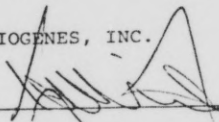
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EXHIBIT A
DESCRIPTION OF SERVICES AND PROGRAM

1. The Department of Social Services has responsibility for all minors described in Sections 300 and 601 of the Welfare & Institutions Code who are referred to Diogenes, Inc., by a law enforcement or other County agency. The primary case plan will be established by the Department of Social Services.
2. Upon delivery of all such minors by the above agencies to Diogenes, Inc., Diogenes staff will contact the Department of Social Services immediately so that a decision can be made about temporary shelter of the minor based upon the best interests of the minor. No minor will be removed from Diogenes Inc., solely on the basis of financial expediency.
3. All minors who fall within the provisions of Section 300 of the Welfare & Institutions Code will be immediately sheltered at the East Yolo Shelter Home or contract foster homes. Minors who come within the provisions of Section 601 of the Welfare & Institutions Code may be sheltered at Diogenes, Inc., upon prior approval of the Department of Social Services staff.
4. Shelter care services provided by Diogenes, Inc., shall include any immediate counseling and supportive services that are necessary for the minor's successful adjustment while in sheltered care, to include coordination with the Department of Social Services in providing transportation to and from medical appointments and school. Long-term case work planning and followup shall be provided by the Department of Social Services staff.
5. Under the direction of the Department of Social Services, Diogenes, Inc., staff may provide short term crisis case work services to minors referred under the jurisdiction of a Department of Social Services. Case work services are limited to counseling sessions with the minor and family members or other significant persons, and shall be aimed at return of the minor to home within five (5) days. After five (5) days, the Department of Social Services will assume responsibility for further counseling and may, at its discretion, deliver the minor to one of its shelter facilities, in preparation for a longer term placement.
6. When a minor is receiving services at Diogenes, Inc., not under referral from the Department of Social Services, and a determination is made by Diogenes that the minor requires foster placement by the Department of Social Services, the Department of Social Services shall pay Diogenes the per diem rate from the date of referral by Diogenes to the Department of Social Services. There will be no retro-active pay for the period before the referral to the Department of Social Services.

Micro Fiched

7. The Department of Social Services will be responsible for the return of out-of-state and out-of-county runaway youths.
8. Any minor being considered by the Department of Social Services for a voluntary placement or court placement may be removed from Diogenes, Inc., to one of the department's shelter care facilities in preparation for placement.
9. The Department of Social Services staff shall maintain daily contact during the work week with Diogenes House when minors under the Department of Social Services' jurisdiction are sheltered there.
10. In the event of a disagreement between a Diogenes caseworker and the Department of Social Services social worker regarding the most appropriate case plan, the dispute will be referred to the supervisory level for resolution.

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EXHIBIT B

Financial Information about the Agency

1. Agency's Insurance Agent

Agency A. Mason Blodgett & Associates

Address Fifty California Street

San Francisco CA 94111

Phone No. (415) 788-0300

Micro Fiched

Name of Insuring Company Great Western Fire Insurance Company

Excess Insurance Company, CL, LTD,

London, England

Public Liability Limits Combined single limit - Bodily injury

\$300,000; Combined single limit - General liability \$200,000.

2. Agency Employees

Agency Employee Identification Number # 23 - 7348227

3. Federal Income Exemption Status

Agency's IRS Exemption Letter attached: Yes X No

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM
P. O. Box 1953
Sacramento, California 95809
PPRS-CON-6 (Rev. 4/78)

Yolo County
Agreement No. 78-310

CONTRACT

COUNTY OF YOLO

WITH THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM
FOR MAKING AN ACTUARIAL VALUATION AS STATED HEREIN

By this AGREEMENT made this 17th day of October, 1978, in accordance with and subject to the provisions of the Public Employees' Retirement Law by and between the Governing Body of the above Public Agency, hereinafter referred to as Agency, and the Public Employees' Retirement System, hereinafter referred to as System, Agency and System agree as follows:

Micro Fiched

- A. Agency herewith retains the services of System to perform the valuation(s) required by Section 20461.1 of the Public Employees' Retirement Law for the purpose of determination by the Board of Administration of the Public Employees' Retirement System of the contributions to be made by Agency under Agency's contract with said Board if the benefits under said contract are supplemented by a combination of benefits shown as one of the vertical columns on attached Exhibit A. The fee for each combination of new benefits is shown at the bottom of the respective column.
- B. Agency will pay \$300.00 to System upon completion of the actuarial valuation, such fee being based on the number of employees (both active and those leaving contributions on deposit) included in the valuation and the membership categories and different combinations of new benefits involved.
- C. Any and all data and information requested by System from Agency for use in compilation of this valuation shall be furnished to System by Agency upon request by System. The actuarial tables and procedures to be used in the valuation shall be in accordance with the tables approved by said Board of Administration. System shall have sole control of the valuation and its judgment in the determination thereof shall be final and conclusive. All work sheets and final results and reports, the product of the valuation, shall be and remain the property of the System.

Witness our hands the day and year first above written.

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

COUNTY OF YOLO

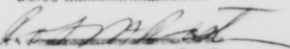
BY
CARL J. BLECHINGER, EXECUTIVE OFFICER

BY _____

TITLE County Administrator

Approved as to Form

Dated _____


County Counsel of Yolo County

Amendment Valuation

Date: October 16, 1978

EXHIBIT A

Miscellaneous Members

PROPOSED BENEFIT FORMULA

Micro Fiched

1. 2% @ 55 (Full)
(Section 21252.6)
2. 2% @ 55 (Modified)
(Section 21252.6)
3. 2% @ 50 (Full)
(Section 21252.01)
4. 2% @ 50 (Modified)
(Sections 21252.01 & 21252.45)
5. Miscellaneous: 2% @ 60 _____ (Section 21251.12)

PROPOSED OPTIONAL BENEFIT(S)

1. One year final compensation
(Section 20024.2)
2. Unused sick leave credit (0.250% increase
in miscellaneous and/or safety rate)
(Section 20862.8)
3. Military service credit (1.000% increase
in miscellaneous rate and 2.000% increase
in safety rate)
(Section 20930.3)
4. Industrial disability retirement for miscel-
laneous (1.000% increase in misc. rate)
(Section 21022.1)
5. Post-retirement survivor benefit
(Sections 21263 & 21263.1)
6. Non-industrial disability retirement allow-
ances up to 50% of final compensation
(Section 21298)
7. 1959 Survivor benefit (1.000% increase in
miscellaneous rate and 0.500% increase in
safety rate)
(Sections 21380 through 21388)
8. 25% increase in 1959 Survivor benefit
(Section 21382.2 pursuant to 21390)
9. Other(s): Section 20818 - Two years'
additional service credit due to
impending curtailment of services.

X

Date: October 16, 1978

EXHIBIT A

Safety Members

PROPOSED BENEFIT FORMULA

Micro Fiched

1. 2% @ 55 (Full)
(Section 21252.6)
2. 2% @ 55 (Modified)
(Section 21252.6)
3. 2% @ 50 (Full)
(Section 21252.01)
4. 2% @ 50 (Modified)
(Sections 21252.01 & 21252.45)
5. Miscellaneous: 2% @ 60 _____ (Section 21251.12)

PROPOSED OPTIONAL BENEFIT(S)

1. One year final compensation
(Section 20024.2)
2. Unused sick leave credit (0.250% increase
in miscellaneous and/or safety rate)
(Section 20862.8)
3. Military service credit (1.000% increase
in miscellaneous rate and 2.000% increase
in safety rate)
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4. Industrial disability retirement for miscel-
laneous (1.000% increase in misc. rate)
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5. Post-retirement survivor benefit
(Sections 21263 & 21263.1)
6. Non-industrial disability retirement allow-
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7. 1959 Survivor benefit (1.000% increase in
miscellaneous rate and 0.500% increase in
safety rate)
(Sections 21380 through 21388)
8. 25% increase in 1959 Survivor benefit
(Section 21382.2 pursuant to 21390)
9. Other(s): Section 20818 - Two years'
additional service credit due to
impending curtailment of services.

X